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Received invoice 78-08-310-01-34 in the amount of $10,359.80 by HNTB---------------------------6-29

Received invoice 78-08-310-01-95 in the amount of $474.71 Division I by HNTB------------------31-25

Received invoice #25 in the amount of $33,717.81 - $1,774.62 in Escrow H/S by HNTB-------------31-26

Received invoice #78-08-310-01-36 in the amount of $3,478.99 by HNTB---------------------------66-12

Received invoice #78-08-310-01-37 in the amount of $1,151.25 by HNTB---------------------------93-22

Received invoice #71-02-310-1-01-07 in the amount of $1,285.20 by HNTB------------------------103-9

Received invoice #78-08-310-01-038 in the amount of $3,062.56 by HNTB (Steeg Div.)------------131-18

Received invoice #78-08-310-01-039 in the amount of $2,784.72 by HNTB (Steeg Div.)-------------153-8

Received invoice #78-04-310-00-012 in the amount of $1,700.00 by HNTB-------------------------158-11

Received invoice #75-04-310-01-00-013 in the amount of $3,150.00 by HNTB----------------------159-12

Received partial payment #1 in the amount of $673,559.10 of H/S by HNTB-----------------------176-7
$74,839.90 in Escrow

Received invoice #78-08-310-01-040 in the amount of $11,401.94 by HNTB------------------------190-13

Received partial payment #1 in the amount of $288.02 in conjunction with C-180538-01 by HNTB---190-14

Re

WATER QUALITY PROJECT CONTINUED

Received partial payment #56 in the amount of $413,096.36 in conjunction with H/S $21,741.92 Escrow-190-16

Received invoice #2 in the amount of $3,591.64 in conjunction with C-180538-01 by HNTB---------191-20

Received invoice #78-08-310-01-041 in the amount of $12,917.25 (C-180538-01) by HNTB-----------192-7

$21,741.92 Escrow

Received invoice #2 in the amount of $3,591.64 (C-180538-01) by HNTB----------------------------191-20

Received invoice #78-08-310-01-041 in the amount of $12,917.25 by HNTB-------------------------192-7

Received invoice #2 in the amount of $241,551.00 by H/S - $26,839.00 Escrow--------------------198-17

Received invoice #3 in the amount of $984.72 by HNTB (C-180538-01)----------------------------205-9

Received invoice #4 in the amount of $2,375/28 by HNTB (C-180538-01)--------------------------205-9

Received invoice #78-07-31-042 (EPA C-180538-01) in the amount of $22,397.62 by HNTB-----------205-11

Received partial payment #3 in the amount of $164,695.50 by H/S $18,229.50 Escrow--------------234-8

Received partial payment #4 in the amount of $72,594.90 by H/S $8,006/10 Escrow----------------234-9

Received partial payment estimate #57 in the amount of $149,217.45 by H/S $7,853.55 Escrow-----234-11

Received invoice #5 in the amount of $379,953.90 by H/S $42,953.90 Escrow----------------------259-20

Received invoice #78-08-310-01-043 in the amount of $15,571.34 --------------------------------259-21

Received invoice #78-08-310-01-044 in the amount of $16,145.37---------------------------------259-22

SPECIAL SEWER PROJECTS (FLOOD INVITATIONAL BID)

Received invitational bids Re: Flood '82 damage repair Repton Drive and Roxboro Court

SPECIAL PROJECTS

Ewing, Fiarfield, Wells Street Bridge Project--------------------------------------75-18, 78-10, 117-1
214-7

Hobson Road Project--88-25

Civic Center Parking Garage Parking Garage Phase II--------------------------------219-4

SPECIAL SEWER PROJEC
SPECIAL PROJECTS

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Council 6/22/82

71-260-25 H.I.
6/2/82

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

Revised 5/26/82

S-127-83
7/27/82

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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345 East 47th Street, New York, NY 10017

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EXHIBIT A TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, dated ______________________, 19____ (for use with No. 1910-1, 1979 Edition).

Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on ______________________, 19____ between ____ (Owner) and (Engineer) providing for professional engineering services. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. During the Study and Report Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.2.)

The Study and Report Phase Services will be completed and the Report submitted within ______ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

3. During the Preliminary Design Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.3.)

The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within ______ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

4. During the Final Design Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.4.)

The Final Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within ______ calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Final Design Phase Services.]

5. During the Bidding or Negotiating Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.5.)

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Bidding or Negotiating Phase Services.]

6. During the Construction Phase ENGINEER shall:

(insert amendments or supplements to paragraph 1.6.)

[If the construction work is to be performed under more than one prime contract, the provisions of paragraph 4.11 will probably apply and it will be necessary to prepare a special schedule for the Construction Phase Services.]

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of May, 19 82

between Board of Public Works, of the City of Fort Wayne, Indiana, City-County Building One Main Street, Fort Wayne, Indiana 46802 (OWNER) and

Ronald L. Bonar & Associates, Inc., 616 South Harrison Street, Fort Wayne, Indiana 46802 (ENGINEER).

OWNER intends to repair and restore portions of the City Sewer System and the Water Pollution Control Plant including lagoons and ponds that were damaged by the 1982 Flood and as described in detail on Federal Emergency Management Agency (FEMA) Damage Survey Reports (DSR) which are listed on Exhibit "C". (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

~~1.2. Study and Report Phase.~~

~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.~~

~~1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or~~

~~services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.~~

~~1.2.3. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.4. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").~~

~~1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.~~

~~The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

~~1.3. Preliminary Design Phase.~~

~~After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:~~

~~1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.~~

~~1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.~~

~~1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.~~

~~1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.~~

~~The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

1.4. Final Design Phase.

After written authorization to proceed
ENGINEER shall:

1.4.1. On the basis of the approved DSR listed in Exhibit "C", prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

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1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract No. 1910-8, (1978 edition). The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and

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audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing ~~any type of field surveys for design purposes and engineering surveys and~~ staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.14. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.17. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4. If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.11. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

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SECTION 4—PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

~~4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.~~

~~4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.~~

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.9. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.11. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

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LUMP SUM METHOD OF PAYMENT

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

[Delete inapplicable paragraph and initial]

~~5.1.1.1. *One Prime Contract.* If only one prime contract is awarded for construction, materials, equipment and services for the entire Project, a lump sum fee of $_______________; but, if the prime contract contains cost-plus or incentive-savings provisions for Contractor(s)' basic compensation, a lump sum fee of $_______________.~~

5.1.1.2 Several Prime Contracts. If more than one but less than ten separate prime contracts are awarded for construction, materials, equipment and services for the entire Project, a lump sum fee as shown on Exhibit "D".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

[Delete inapplicable language and initial]

5.1.2.1. *General.* For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.16), on the basis of Payroll Costs times a factor of 2.0 for services rendered by principals and employees assigned to the Project.

5.1.2.2. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 2.0.

5.1.2.3. *Serving as a Witness.* For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.16, at the rate of $ 200.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4. *Resident Project Services.* For resident services during construction furnished under paragraph 2.2.1, a lump sum fee, as shown on Exhibit "D".

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4 which appears on the reverse side of this page.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.0 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

Ronald L. Bonar $21.03

The amount of customary and statutory benefits of all other personnel will be considered equal to 25 % of salaries and wages.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

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SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.] When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

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7.5. Arbitration

7.5.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.5.3 and 7.5.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.5 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

7.5.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.5.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning, any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than $200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than $200,000 (exclusive of interest and costs).

7.5.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

7.5.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.5.3 and 7.5.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds $200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

7.5.6. The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

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Revised 4/10/79

SECTION 8—SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

8.1. This Agreement is subject to the following special provisions.

8.1.1. Reference Section 5, Engineer shall receive from Owner a lump sum payment for Basic Services and Resident Project Services for each respective DSR as shown on Exhibit "C".

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 1 pages.

8.2.2. Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of 2 pages.

8.2.3. Exhibit C, "Owner's Project- Listing of DSR's Describing Scope of Work". (3 pages)

8.2.4 Exhibit D, "Engineer's Fee for Basic & Resident Services During Construction by DSR". (2 pages)

8.3. This Agreement (consisting of pages 1 to 14, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Robert Anderson

Betty R. Collins

ENGINEER:

Ronald L. B

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EXHIBIT "A" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
DATED MAY , 1982

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on May , 1982, between the Board of Public Works of the City of Fort Wayne, Indiana (Owner) and Ronald L. Bonar & Associates, Inc. (Engineer). The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.

2. Owner's project as defined herein represents the scope of work that is described in detail on the various DSR's which are enumerated on Exhibit "C". Complete copies of these DSR's are available at Owner's Office and the Indiana Department of Civil Defense, Emergency Management Public Disaster Assistance Section, State Office Building, Indianapolis, Indiana.

   It is understood that the project proposed by Owner is to be constructed utilizing Federal Funds made available by the Federal Emergency Management Agency (FEMA). Engineer agrees that preparation of the plans, specifications, and bid documents shall be in a form acceptable to FEMA.

   Any change in scope of project requiring additional work in survey, design, plan preparation and resident project services not described above shall be considered Additional Services and will be paid for as indicated under Section 5 of the Agreement.

3. Section 1.2 Study & Report Phase, Section 1.3 Preliminary Design Phase, Sections 4.2 and 4.3, and Section 5.1.1.1 are hereby deleted from this contract.

4. During the Final Design Phase, Engineer shall: Proceed with the preparation of final plans, specifications, design and bid documents in accordance with the scope of work as listed in each respective DSR as shown in Exhibit "C".

   It is understood that the "Project" as defined by the numerous DSR's in Exhibit "C" will be broken down into several construction contracts. It is the Owner's desire and intent to complete the construction of the "Project" in 1982. The final design phase services for the first construction contract will be completed and final plans, special provisions and Engineer's opinion of cost submitted within forty-five (45) calendar days following written authorization from Owner to Engineer to proceed with the contract.

   Engineer shall prepare a detailed work schedule for each DSR included within this Project, showing design, bidding, construction and completion; submit said schedule to Owner by June 1.

5. Engineer shall assist Owner in the Bidding & Construction Phases as described herein. The period of service shall coincide with Owner's requirements for advertising, contract award, funding appropriation, etc.

6. The above time periods for completion of work by Engineer for Owner represent time spent on the Project by Engineer. This time frame shall be increased to allow for delays caused in review and approval by Owner, FEMA, or any other regulatory agency having input and participation in the Project.

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Exhibit B to Agreement Between Owner and Engineer for Professional Services,
dated May, 19 82
(for use with No. 1910-1, 1979 Edition).

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

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A. **General.**

Resident Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

B. **Duties and Responsibilities.**

Resident Project Representative will:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

2. *Conferences:* Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

3. *Liaison:*

a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

4. *Shop Drawings and Samples:*

a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.

b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.

b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

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1979 Edition

6. *Interpretation of Contract Documents:* Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.

7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

8. *Records:*

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

   b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

   c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

   a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

   c. Report immediately to ENGINEER upon the occurrence of any accident.

10. *Payment Requisitions:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.

12. *Completion:*

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

    b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

    c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **Limitations of Authority.**

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the Work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

6. Shall not authorize OWNER to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests.

Prepared by Engineers' Joint Contract Documents Committee
Published jointly by Professional Engineers in Private Practice, a practice division of the National Society of Professional Engineers; American Consulting Engineers Council; American Society of Civil Engineers

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EXHIBIT "C"

OWNER'S PROJECT - LISTING OF DSR'S DESCRIBING SCOPE OF WORK

SEWER SYSTEM

DSR Number	Location	Description	Estimated Constr. Cost
41987	20" Sewer & catch basin on Baltes at entrance to Filtration Plant	Structural damage to 2 catch basins & apparent damage to 20" sewer	$ 9,236
41988	15" sewer in alley behind 1404 Oneida	Cavity in alley due to sewer damage	18,450
44760	Damage in alley behind 1493 Edgewater	Separation of 12" sewer joint breakdown of tap connection	10,500
44818	Alley between Prospect and Anderson	Point break in sewer line 400' east of Spy Run	5,070
44822	Bradbury at Prairie Grove	Evidence of collapse of one section of 63"x98" CMP	14,325
44824	1526 Steup west side street at alley	Joint break in 12" sewer adjacent manhole	4,750
47024	150' west in alley north of Riverside	3-foot diameter by 2-foot cavity in alley	19,700
47026	2300 Block of Julliett	4' diameter depression in asphalt street caused by separation or collapse	10,500
47071	12" sewer under east side of Calhoun	Cavity in east side of Calhoun	8,725
47072	15" sewer under alley east of Van Buren & south of Michael	4' x 4' deep cavity in alley	30,700
47082	20" sewer under alley north of Prospect	Large depression in gravel alley due to structural damage	13,750
47091	12" RCP sewer under alley south of Rudisill	6' diameter by 3' deep cavity in asphalt alley due to structural damage	69,455
47094	12" RCP sewer under alley south of Nussbaum & west of Spy Run	4' deep cavity around MH due to structural damage	5,050
47097	8" sewer at 139 W. State east of Oakridge	Settlement of curb due to apparent damage to 8" sewer	11,770
47099	12" sewer under alley behind 831 Edgewater east of St. Joe Blvd.	Concrete pavement has collapsed in this area & entire alley from LaFort	33,100
47158	Alley southwest of Wildwood	Damage to 8" sewer pipe caused by flood, soil shifting	72,100

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SEWER SYSTEM (CONT'D.)

EXHIBIT "C"

DSR Number	Location	Description	Estimated Constr. Cost
44894	54" sewer from Washington to Berry	Structural damage on line	$622,046
44896	54" sewer running from Main and Harrison	Severe structural damage to brick sewer line along Crown and Spring line	235,824
41899	Spy Run Creek - St. Mary's River to Grove Street	Remove siltation and debris	163,548
41898	Spy Run Creek - St. Mary's River to Grove Street	Remove siltation and blockage at bridges and dam	18,822
41997	Foster Park Footbridge	Repair outfall structure	24,390
44895	Harrison St. & Calhoun	Repair 18" line	8,320
44875	St. Joseph River	Headwall Str. #17	3,100
44876	St. Joseph River	Headwall Str. #19	2,350
44877	St. Joseph River	Headwall Str. #22	950
44878	St. Joseph River	Headwall Str. #27	2,510
44879	St. Joseph River	Headwall Str. #32	550
44880	St. Joseph River	Headwall Str. #49	2,875
44881	St. Joseph River	Headwall Str. #50	1,890
44882	Maumee River	Headwall Str. #7	4,050
44883	St. Mary's River	Headwall Str. #48	2,400
44886	Third St.-Sherman to Calhoun	72" Brick Structural Damage	760,000
44898	St. Joseph River	Headwall Str. #1A	3,100
44899	St. Joseph River	Headwall Str. #1	2,961
44900	Maumee River	Headwall Str. #6	2,000
47241	Broadway & Rudisill	Manhole Repair	1,000
47242	1314 Harrison	Manhole Repair	3,200
47243	512 Wagner	20" Sewer Structural Damage	7,390
47089	Cody & Pemberton	Manhole & Valves (24")	32,360
47093	Nebraska Area	Clean & Repair Sewers	13,500

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EXHIBIT "C"

OWNER'S PROJECT - LISTING OF DSR'S DESCRIBING SCOPE OF WORK

WATER POLLUTION CONTROL PLANT

DSR Number	Location	Description	Estimated Constr. Cost
47106	WPC Plant	Resurface drives	$ 12,060
47105	WPC Plant	Repair stone wall	888
47103	WPC Plant	Repair broken curb	6,800
47107	WPC Plant	Repair expansion joint leaks (3)	41,016
47108	WPC Plant	Miscellaneous repairs	8,543
47110	WPC Plant	Miscellaneous repairs	4,460
47122	Ponds	Ponds-Clean-up & misc. repairs	17,553
47124	Lagoons	Sludge Lagoons- Road & dike repair	311,609
47127	Lagoons	Dredge overflow channel	116,901
47126	Lagoons	Grit lagoon	20,265
47128	Lagoons	Old sludge lagoons	19,170
47132	Overflows	Regulator monitoring panel replacement	41,800
47133	Thieme Dr. Sewer	Thieme Dr. flapgate replacement	2,500
47131	Morton St. Pump Station	Morton St. discharge repair	3,950
44888	WPC Plant	Hazard Mitigation Construct Mound Along Plant	49,160
44873	Lagoons	Hazard Mitigation Construct Wall at west end of Lagoons	52,000

0

EXHIBIT "D"

ENGINEER'S FEE FOR BASIC & RESIDENT SERVICES DURING CONSTRUCTION BY DSR

SEWERS

DSR Number	Estimated Construction Cost	Basic Fee	Resident Services Fee
41987	$ 9,236	$ 1,020	$ 560
41988	18,450	1,937	560
44760	10,500	1,155	560
44818	5,070	558	560
44822	14,325	1,770	560
44824	4,750	523	280
47024	19,700	2,167	280
47026	10,500	1,155	560
47071	8,725	960	560
47072	30,700	3,223	560
47082	13,750	1,512	560
47091	69,455	6,040	1,120
47094	5,050	555	280
47097	11,770	1,294	840
47099	33,100	3,476	560
47158	72,100	5,768	1,120
44894	579,747	42,299	6,720
44896	218,137	17.687	4,200
41898	18,822	1,995	560
41899	163,548	14,065	3,360
41997	24,390	2,585	1,400
44895	8,320	915	560
44875	3,100	341	120
44876	2,350	260	120
44877	950	100	60
44878	2,510	220	120

0

EXHIBIT "D"

Engineer's Fee for Basic & Resident
Services during Construction by DSR

Sewers(cont'd)

DSR Number	Estimated Construction Cost	Basic Fee	Resident Services Fee
44879	$ 550	$ 60	$ 60
44880	2,875	316	120
44881	1,850	204	60
44882	4,050	445	120
44883	2,400	264	60
44886	760,000	51,000	7,200
44898	3,100	341	60
44899	2,961	325	60
44900	2,000	220	60
47241	1,000	110	60
47242	3,200	352	60
47243	7,390	810	240
47089	32,360	3,400	720
47093	13,500	1,485	240
	$2,196,291	$172,912	$9,540

0

EXHIBIT "D"

ENGINEER'S FEE FOR BASIC & RESIDENT SERVICES DURING CONSTRUCTION BY DSR

WPC PLANT

DSR Number	Estimated Construction Cost	Basic Fee	Resident Services Fee
47124	$311,609	$23,371	$ 7,560
47127	116,991	10,529	1,960
47128	19,170	2,110	840
47106	12,060	1,325	840
47105	888	98	280
47103	6,800	750	280
47107	41,016	4,102	1,680
47108	8,543	940	280
47110	4,460	491	280
47122	17,553	1,930	840
47126	20,265	2,230	280
47132	41,800	4,389	1,400
47133	2,500	275	140
47131	3.950	435	140
44888	49,160	4,916	1,960
44873	52,000	5,200	2,800
	$708,765	$63,091	$21,560

91-260-25

[illegible]

71-258-12 H.I
6/2/82

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5938-1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Goshen Avenue - From the west pavement line of Sherman Blvd. to the south pavement line of Coliseum Blvd. west.

NOTE: 4" Overlay
5' Stone Shoulders

Decels and Intersection Included.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under ssid improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from MVH and LRS Funds.

ADOPTED, this 2nd. day of June, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

7.

71-258-11 H.I.
6/2/82

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5937-1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) Reed Road - From the north pavement line of Lake Avenue to the south property line of Trier Road.

(2) Reed Road - From the south pavement line of Lake Avenue to its southern terminus.

(3) Vance Ave. - From the east pavement line of Coliseum Blvd. north to the west curb line of Glencairn Drive.

(4) Kirkfield Drive - From the south pavement line of Trier Road to the southeast property line of Highwood Drive.

NOTE: There will be no H.A.C. Surface Mix placed after October 1st.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from MVH and LRS Funds.

ADOPTED, this 2nd day of June, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

13

11-257-10 H.I.
6/2/82

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5936 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) TRIER ROAD - From the west property line of Parish Drive to the west pavement line of Reed Road

4" H.A.C. Overlay
4" Widening
5' Stone Shoulders
Partial Ditching and Cleaning
12' x 12' Asphalt Driveway Approaches

NOTE: There will be no H.A.C. Surface Mix placed after October 1st, 1982.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from MVH and LRS Funds.

ADOPTED, this 2nd day of June, 1982.

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

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71-257-9 H.I
6/2/82

SEWER IMPROVEMENT RESOLUTION NO. 361-1982
GROUP 5 - FOSTER PARK FOOTBRIDGE HEADWALL REPAIR

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the repair of the headwall, which from its size and character, is not only intended and adapted for use by property holders, but is also intended and adapted for receiving drainage from collateral drains already constructed, or which hereafter may be constructed, and because their intetrity must be kept is hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Number 41997 - Foster Park Footbridge Headwall Repairs.

Scope of Proposed Work

The scope of work includes the removal of existing headwall and wingwalls, install piling/sheet piling, backfill with riprap and restoration at west end of the Foster Park Footbridge in accordance with the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Board of Parks Commissioners of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 2nd day of June, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Clerk, Board of Public Works

1 5

71-257-8 H.I
6/2/82

SEWER IMPROVEMENT RESOLUTION NO. 360 -1982
GROUP 1 - SEWER REPAIRS FOR THE CITY OF FORT WAYNE

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repairs of several sewers, which from their size and character, are not only intended and adapted for use by property holders, but are also intended and adapted for receiving sewage from collateral drains already constructed, or which hereafter may be constructed, and because their integrity must be kept is hereby ordered.

Federal Emergency Management Agency - Damage Survey Report Numbers:

41987 - Baltes Avenue
44818 - Prospect & Anderson
44822 - Bradbury & Prairie Grove
44824 - 1826 Steup
47026 - 2300 Julliett
47094 - Nussbaum & Spy Run
47097 - 139 West State Blvd.

Scope of Proposed Work

The work requires the excavation and spot repair and/or replacement of seven (7) sewers and their appurtenances in accordance with the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works, City of Fort Wayne.

All work done in the making of the aforementioned public improvements shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said sewer improvements shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 2nd day of June, 1982.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Sandra E. Kennedy
Clerk, Board of Public Works

6

71-257-7 H.I.
6/2/82

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5933 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing sidewalk on both sides of Pontiac St. from Lafayette to John; both sides of Pontiac from Oliver to Anthony; both sides of Emily St. from Gay to Bowser; and both sides of Hurd St. from Gay to Oliver; also curbing, drive approaches, and drainage structures;

Also known as Hanna-Creighton Neighborhood Improvement, Phase VI.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 2nd *day of* June, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Robert Anderson Stat
Betty R Collins

CALHOUN PRESS

7/-25 5 30

[illegible]

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71-255-30 H.I
5/26/82

LEASE AGREEMENT

The City of Fort Wayne, Indiana, (herein called "Lessor") herewith leases unto the Board of Park Commission~~s~~ers of the City of Fort Wayne, Indiana, (herein called "Lessee") and said Lessee herewith leases from said Lessor the following described real estate upon the terms and conditions herein set forth.

> 21.96 acres City Property located at Bluffton and Winchester Roads in Richardville Reserve West of St. Mary's River, Township 30 North, Range 12 East

for a term of fifty (50) years from date and with an option to renew for an additional fifty (50) year term as hereinafter more fully set forth:

1. Term. The initial term of this lease shall be for fifty (50) years commencing June 1, 1982, and terminated June 1, 2032.

2. Option of Renewal. Lessee shall have the option to renew the within lease upon the same terms for an additional term of fifty (50) years upon giving Lessor at least one (1) year prior written notification of exercise of option.

3. Rental Agreement. Lessee agrees to pay Lessor an annual rental of One Dollar (1.00) and to perform the other terms and conditions hereof. Rental shall be due on the 1st day of June, 1982, and on the 1st of June of each year thereafter for the term of the within lease.

4. Use of premises. Lessee shall utilize the demised premises as an Athletic Facility, for its own department ~~xxxxxx~~ uses, for its activities only, and for no other use.

5. Maintenance. Lessee shall pay and discharge all costs and expenses or assessments associated with the use of the ditch located within described real estate.

6. Utilities. Lessee shall pay all bills and charges for water, sewage, gas, and electrical current which may be assessed or charged against the premises during the term hereof.

7. Remedies of Lessor. In the event of a default by the Lessee in the performance of its obligations hereunder, and such default is not cured within thirty (30) days after written notice from Lessor setting forth the nature of such default, or if Lessee should be placed into receivership or its existence be terminated, then Lessor shall have the right to terminate this lease and same shall thereupon terminate ipso facto and Lessor shall have the right to immediate possession of the premises.

8. Risk of Loss. Lessee will furnish to Lessor documentation of public liability insurance at an amount approved by Lessor on described real estate. Said insurance must insure both Lessee and Lessor. Lessee agrees to fully defend Lessor on any suit against it arising from the use or ownership of the real estate described herein and indemnify and save and hold harmless the Lessor from any and all lists of any land or character whatsoever for injury to persons caused by the condition, use or maintentance or any activities thereon.

LESSEE

BOARD OF PARK COMMISSIONS
FORT WAYNE, INDIANA

BY: Pres.

BY: Dennis J. Gotien

BY: C. Philip Andersen

LESSOR

THE CITY OF FORT WAYNE, INDIANA

BY ______________________
WINFIELD C. MOSES, MAYOR

BOARD OF PUBLIC WORKS

BY ______________________
STEPHEN A. BAILEY, CHAIRMAN

BY Roberta Anderson Staten
ROBERTA ANDERSON STATEN, MEMBER

BY Betty R Collins
BETTY R. COLLINS, MEMBER

Approved for Legality
BY ______________________
RICHARD I. SNOUFFER

ATTEST
BY Sandra E. Kennedy
SANDRA E. KENNEDY, CLERK

8

11-233-51 11.2
5/26/82

BONAR
& ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

May 17, 1982

City of Fort Wayne
Board of Public Works
City-County Building
Fort Wayne, Indiana 46802

SUBJECT: Flood Disaster -
Professional Services

Members of the Board:

We entered into an agreement with you dated March 16, 1982, wherein we were to provide professional services to assist the City for the flood disaster. The agreement under Section 4, stipulates a maximum compensation unless otherwise approved by you.

Please be advised that we have exceeded this maximum compensation and attach herewith for your review a detailed breakdown of our hours expended by Phase II (Recovery, Reconstruction Assistance) and Phase III (Prevention & Development).

Our involvement in each of these phases has been quite extensive, and we have expended numerous hours. In Phase III, our involvement has been heavy and many members of our staff were required to provide the technical back-up for the preparation of the Phase III Report - Fort Wayne/Allen County Flood Protection Plan. Specifically, we headed up the engineering group in preparing the nine alternative designs for flood control and preparing cost estimates for each. In addition, we have been involved in numerous meetings.

Our total cost for services through May 9, 1982, is $39,785 as set forth on the attached breakdowns. It is difficult to know how much more involvement we will have in this program. We would estimate we will have some involvement in Phase III, providing for the implementation of the plan as well as the review and presentations to the various civic, public, state and federal groups and agencies.

We would request your consideration in increasing the maximum fee as set forth in our contract from $30,000 to $45,000. We feel this amount will be sufficient to cover the costs incurred to date, as well as to allow some additional time for the remaining work we envision in the implementation of the Phase III plan.

If you find this satisfactory, please indicate by signing at the space provided on the following page and returning one copy to this office.

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BONAR
& ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

FORT WAYNE FLOOD
PROFESSIONAL ENGINEERING SERVICES

PERIOD OF 3/16/82 thru 5/9/82

PHASE II - RECOVERY,
RECONSTRUCTION ASSISTANCE

Grade No.	Employee	Hours	Rate	Total
VIII	R. L. Bonar	152	$35	$5,320
VIII	A. J. Dodzik	212	35	7,420
VII	M. L. Gensic	52.5	32	1,680
VI	D. G. Post	43	30	1,290
V	A. L. Ehinger	90.5	26	2,353
IV	W. J. Spohn	13	22	286
IV	K. E. Bickel	90.5	22	1,991
IV	R. K. Karst	2	22	44
II	D. L. Mendenhall	26	14	364
II	S. J. Klein	1	14	14
I	R. A. Stier	7.5	12	90
I	C. A. Howard	1	12	12
				$20,864

PHASE III - PREVENTION & DEVELOPMENT

Grade No.	Employee	Hours	Rate	Total
VIII	R. L. Bonar	101	$35	$ 3,535
VIII	A. J. Dodzik	48	35	1,680
VII	M. L. Gensic	189	32	6,048
VI	D. G. Post	62	30	1,860
V	D. G. Ross	33	26	858
IV	W. J. Spohn	62.5	22	1,375
IV	K. E. Bickel	85	22	1,870
II	D. L. Mendenhall	35	14	490
II	E. R. Bilik	4.5	14	63
II	B. L. Ehinger	5	14	70
II	S. J. Klein	2	14	28
I	R. A. Stier	56	12	672
I	C. A. Howard	31	12	372
				$18,921

SUMMARY

PHASE II -	$20,864
PHASE III -	18,921
GRAND TOTAL	$39,785

71-255-31

Form 1929

Improvement Resolution

71-254-28H.I
5/26/82

FOR CURB AND SIDEWALK

No. 5927 -1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks, where needed, on the following streets: (1) Second St. - Both sides, from the alley east of Wells St. to Harrison St.; (2) Third St. - Both sides, from the alley east of Wells St. to Calhoun St.; (3) Fourth St., Both sides, from the alley east of Wells St. to the alley east of Harrison St.; (4) Fifth St., Both sides, from the alley east of Wells St. to Harrison St.; (5) Sixth St., Both sides, from the alley east of Wells St. to Harrison St.; (6) Huffman St., South side only, from the first alley east of Short St. to the first drive west of Wells St. **

Also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE VI.

** (7) Cass St., Both sides, from Second to Sixth St.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this 26th *day of* May, 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty L. Collins

CALHOUN PRESS

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71-254-27 H.I
5/26/82

SEWER IMPROVEMENT RESOLUTION NO. 358-1982

CATCH BASIN AND INLET REPAIR AND REPLACEMENT

STORM SEWER REPAIR PROJECT

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repair of a combination sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

PHASE I - Storm water catch basins

Federal Emergency Management Agency Damage Survey Report #047100.

SCOPE OF PROPOSED WORK

Remove and replace damaged catch basin; backfill with #73 stone, replace affected road, curb, and grassed area located at:

1. South end of Riedmiller Avenue
2. Southeast corner West Avenue and Huestis Avenue
3. Northeast corner of Thompson Avenue and Guthrie Street
4. Southeast corner of Thompson Avenue and Zollars Avenue
5. North side of Zollars east of alley east of Thompson and Zollars
6. Northwest corner of Mechanic Street and Huron Street
7. South side of Zollars east of alley east of Thompson
8. North corner of Huron Street and Camp Allen Drive
9. South corner of Huron Street and Camp Allen Drive
10. East side of alley north of Osage Street and Boone Street
11. Southeast corner of Osage Street and Burgess Street
12. Southwest corner of Osage Street and Burgess Street
13. Southeast corner of St. Mary's Avenue and Pape Avenue
14. Southwest corner of Herman Street and Frederick Street
15. Southwest corner of Stratford Road and Sunset Drive
16. Northwest end of Commerce Drive
17. Southwest side of Spy Run Avenue and Wagner Street
18. Alley between Anderson Avenue and Prospect Avenue east of Spy Run
19. Alley between Anderson Avenue and Prospect Avenue east of Spy Run
20. Southwest corner of Rivermet Avenue and Dearborn Street
21. West side of alley south of Columbia Avenue on Dearborn Street
22. Northeast corner of Cochrane Street and Coombs Street
23. Northeast corner of Pemberton Drive and Columbia Avenue
24. Southeast corner of Elmwood Avenue and Tecumseh Street

PHASE II - Storm water inlets.

Federal Emergency Management Agency Damage Survey Report #047101.

SCOPE OF PROPOSED WORK

Remove and replace damaged inlet; backfill with #73 stone, replace affected road, curb, and grassed area located at:

1. Southwest end of Nussbaum Avenue
2. Northwest end of Nussbaum Avenue
3. South end of park strip at Westbrook Drive and Northway Avenue

PHASE III - Top two feet of catch basins.

Federal Emergency Management Agency Damage Survey Report #047102.

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SCOPE OF PROPOSED WORK

Remove casting (typically cracked) and brick work that has failed. Replace with pre-cast concrete rings, backfill with #73 stone, and repair disturbed road, curb, and grassed area located at:

1. Southwest corner Brown Street and Electric Avenue
2. Southeast corner Brown Street and Electric Avenue
3. East side of alley north of Hale Avenue and Pauline Street
4. Northwest corner of First Street and Cass Street
5. Northwest corner of High Street and Wefel Street
6. Southwest corner of Fourth Street and Harrison Street
7. Northeast corner of Third Street and Harrison Street
8. Southeast side of alley south of Third and Harrison
9. Northeast corner of Baltes Avenue and Spy Run Avenue
10. Southwest side of Baltes Avenue and Spy Run Avenue
11. Southwest side of Spy Run and Wagner Street
12. Northeast of Oneida Street and Rivermet Avenue
13. Southeast of Oneida Street and Rivermet AVenue
14. Northeast corner of Bayer Avenue and Delaware Avenue
15. South side of alley east of Anthony Blvd. and Columbia Avenue

PHASE IV - Storm water catch basins

Federal Emergency Management Agency Damage Survey Report #041999.

SCOPE OF PROPOSED WORK

Replace entire catch basin, including affected work to curbs, streets, and grassed areas located at:

1. Southwest corner Emerson Avenue and Schilling Avenue
2. Northwest corner Stratford Road and Sunset Drive
3. Northeast corner Stratford Road and Sherwood Terrace

Said catch basins and inlets with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 26th day of May, 1982.

9

CALHOUN PRESS

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Clerk, Board of Public Works

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

Form 1929

71-254-25 H.I
5/26/82

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5931 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb and sidewalk, where needed, as follows:

1.	Richardson St.	Sidewalk north side Osage to Runnion and south side Rumsey to Runnion;
2.	Howell St.	Sidewalk both sides Osage St. to G.R.&I. R.R. R/W;
3.	High St.	Curbs and sidewalk both sides Osage to G.R.&I. R.R. R/W;
4.	Rumsey St.	Sidewalk both sides Richardson to High
5.	Runnion Ave.	Sidewalk both sides Richardson to High
6.	Osage St.	Sidewalk both sides Howell Street to High

Also known as NEBRASKA NEIGHBORHOOD IMPROVEMENT, PHASE VII.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 26th *day of* May 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

71-245-9 H.I.
5/12/82

ADDENDUM NO. 5
TO THE ENGINEERING AGREEMENT OF
REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC.
AND THE CITY OF FORT WAYNE

WHEREAS, the Consulting Engineering firm of Reid, Quebe, Allison, Wilcox & Associates, Inc., hereinafter called the "Engineer" has been retained by the City of Fort Wayne, Indiana, hereinafter called the "Owner," under an Agreement dated June 25, 1979; and

WHEREAS, the U.S. EPA has requested additional computer modeling to be included in the Combined Sewer Overflow report; and

WHEREAS, the Owner desires the Agreement be modified to include these additional services;

NOW THEREFORE, the Owner and the Engineer mutually agree that the Agreement is hereby modified as hereinafter set forth.

SECTION 1
SCOPE OF WORK

1.1 In addition to services required pursuant to the Agreement, as amended, the Engineer shall:

1.1.1 Analyze U.S. Weather Bureau data and extrapolate appropriate storm frequency data for recurrence intervals less than one year. Select two design storms (less than one year frequency) in addition to current one and two year frequency design storms.

1.1.2 Run runoff and sewer models for 26 basins on two additional design storms (less than one year).

1.1.3 Determine "critical alternative" levels (i.e., mass loadings) for two additional design storms (plus one year design storm).

1.1.4 Run sensitivity checks on three design storms at "critical alternative" levels for parameters of: river background flows (30-70% exceedence levels), river background quality (DO, BOD, NH_3, temp, Fecals), CSO quality (DO, BOD, HN_3, temp, Fecals).

/ //

Form 1029

Improvement Resolution

71-254-25 H.I
5/26/82

FOR CURB AND SIDEWALK

Adopted, this 24 day of May 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Betty L. Collins

1.1.5 Run options for "critical alternative" treatment levels to simulate facility alternatives for two additional design storms (estimate of six options for each "critical alternative" level of treatment). Include runs of sewer model for options which include in-line storage.

1.1.6 Select two "best" solutions for each design storm and run these options on all design storms (including one and two year frequency storms).

1.1.7 Select "best" solution based on cost benefit in view of all design storms and sensitive parameters.

1.1.8 Include two additional design storm's data in final report. Produce plots of computer output to aid in understanding results.

SECTION 2
PAYMENT DUE THE ENGINEER

2.1 In compensation for the services rendered the Owner will make payments to the Engineer in the manner described in the Basic Agreement.

2.2 Due to the increased scope of work required by this Addendum, the maximum amounts payable to the Engineer for the services provided shall be increased according to the following schedule:

	Basic Agreement Plus Addenda Nos. 1-4	Addendum No. 5	Total
Professional Services not Including Fixed Fee	$338,806	$49,390	$388,196
Fixed Fee	47,956	-0-	47,956
	$386,762	$49,390	$436,152

SECTION 3
TIME OF COMPLETION

3.1 The Engineer shall complete the Work as detailed in the Basic Agreement, as amended, within 120 calendar days of receipt of written authorization to proceed for this Addendum.

Form 1529

[illegible]

Adopted, this 26- *day of* May 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

12

IN WITNESS THEREOF, the parties hereto have executed this Addendum No. 5 on the 12 day of May, 1982 and set their hands below:

ENGINEER:

REID, QUEBE, ALLISON, WILCOX
& ASSOCIATES, INC.

William F. Quebe
William F. Quebe, Chairman of the Board

ATTEST:

J. Edward Doyle
J. Edward Doyle, Secretary-Treasurer

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS:

Betty R. Collins

ATTEST:

Sandra E Kennedy

Addendum No. 5
RQAW - Fort Wayne
Page 3 of 3

11.06.81-0353A-8384a

Form 1529

71-2611-2511

Adopted, this 26 *day of* May, 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Barry L Collins

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS

(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE: City of Fort Wayne, Indiana

2. GRANT NUMBER:

3. NAME OF CONTRACTOR OR SUBCONTRACTOR: Reid, Quebe, Allison, Wilcox & Associates, Inc.

4. DATE OF PROPOSAL: November 4, 1981

5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR *(Include ZIP code)*

Reid, Quebe, Allison, Wilcox & Assoc., Inc.
3901 Industrial Boulevard
Indianapolis, IN 46254

6. TYPE OF SERVICE TO BE FURNISHED

Engineering Services
for Fort Wayne CSO Study

PART II - COST SUMMARY

7. DIRECT LABOR *(Specify labor categories)*	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		$	$	
DIRECT LABOR TOTAL:				$ -0-

8. INDIRECT COSTS *(Specify indirect cost pools)*	RATE	× BASE =	ESTIMATED COST	
		$	$	
INDIRECT COSTS TOTAL:				$ -0-

9. OTHER DIRECT COSTS

a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			$	
(2) PER DIEM			$	
TRAVEL SUBTOTAL:			$	
b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
		$	$	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
EMA, Inc.			$ 49,390	
SUBCONTRACTS SUBTOTAL:			$ 49,390	
d. OTHER *(Specify categories)*			ESTIMATED COST	
			$	
OTHER SUBTOTAL:			$	
e. OTHER DIRECT COSTS TOTAL:			$	$ 49,390
10. TOTAL ESTIMATED COST				$ 49,390
11. PROFIT				$ -0-
12. TOTAL PRICE				$ 49,390

EPA Form 5700-41 (2-76)

/ //

71-254-25 H.T.

Form Approved
OMB No. 158-R014!

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE
		$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO *(If "Yes" give name address and telephone number of reviewing office)*

Indianapolis Department of Public Works
2460 City-County Building
Indianapolis, IN 46204

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

41 CFR 1-15.4

14c.

This proposal is submitted for use in connection with and in response to *(1)* request for addendum . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of *(2)* November 5, 1981 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) November 9, 1981
DATE OF EXECUTION

Ronald E. Riemer
SIGNATURE OF PROPOSER

Vice President
TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

16. EPA REVIEWER *(If applicable)*

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Adopted, this 26 *day of* May 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

12

Form Approved
OMB No. 158-R0144

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (*Indicate basis for price comparison*)	MARKET PRICE(S)	PROPOSED PRICE
		$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO *(If "Yes" give name address and telephone number of reviewing office)*

Ernst & Whinney
For City of Indianapolis, IN
Contact: T.P. Fischer - 317/635-6393

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

CFR 41-1-15.2 & 15.4 and generally accepted accounting principles.

14c.

This proposal is submitted for use in connection with and in response to *(1)* Request for Proposal ______. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of *(2)* October 26, 1981 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) October 26, 1981
DATE OF EXECUTION

SIGNATURE OF PROPOSER

Tom G. Stire
Vice President
TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

May 12, 1982
DATE OF EXECUTION

SIGNATURE OF REVIEWER

Chairman, Board of Works
TITLE OF REVIEWER

16. EPA REVIEWER *(If applicable)*

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Form [illegible]

71-254-25 H.I

Adopted, this ________ day of ________

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

12

TP-81-179

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE: City of Fort Wayne, Indiana
2. GRANT NUMBER:
3. NAME OF CONTRACTOR OR SUBCONTRACTOR: EMA, Inc.
4. DATE OF PROPOSAL: October 26, 1981
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR *(Include ZIP code)*:
270 Metro Square Bldg.
St. Paul, MN 55101
6. TYPE OF SERVICE TO BE FURNISHED:
Modeling and Computer Services.
Additional Design Storms and
Related Activities Amendment

PART II - COST SUMMARY

7. DIRECT LABOR *(Specify labor categories)*	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
EMA CLASSIFICATION A	10	$ 24.20	$ 242	
EMA CLASSIFICATION B	30	17.47	524	
EMA CLASSIFICATION C	560	13.73	7,689	
EMA CLASSIFICATION D	300	10.82	3,246	
DIRECT LABOR TOTAL:				$ 11,701

8. INDIRECT COSTS *(Specify indirect cost pools)*	RATE	× BASE =	ESTIMATED COST	TOTALS
Overhead	120%	$ 11,701	$ 14,041	
INDIRECT COSTS TOTAL:				$ 14,041

9. OTHER DIRECT COSTS

a. TRAVEL			ESTIMATED COST	TOTALS
(1) TRANSPORTATION			$ 700	
(2) PER DIEM			$ 600	
TRAVEL SUBTOTAL:			$ 1,300	

b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	TOTALS
Computer time/output		$	$ 9,500	
EQUIPMENT SUBTOTAL:			9,500	

c. SUBCONTRACTS			ESTIMATED COST	TOTALS
Dr. C.S. Song			$ 1,200	
University of Minnesota - St. Anthony Falls Hydraulic Lab			5,216	
SUBCONTRACTS SUBTOTAL:			$ 6,416	

d. OTHER *(Specify categories)*			ESTIMATED COST	TOTALS
			$	
OTHER SUBTOTAL:			$	
e. OTHER DIRECT COSTS TOTAL:				$ 17,216

10. TOTAL ESTIMATED COST	$ 42,958
11. ~~PROFIT~~ Fixed Fee	$ 6,432
12. TOTAL PRICE	$ 49,390

EPA Form 5700-41 (2-76)

Form 1529

71-254-25 H.I

Adopted, this

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

12

Form Approved
OMB No. 158-R0144

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES *(Indicate basis for price comparison)*	MARKET PRICE(S)	PROPOSED PRICE
		$

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO *(If "Yes" give name address and telephone number of reviewing office)*

Ernst & Whinney
For City of Indianapolis, IN
Contact: T.P. Fischer - 317/635-6393

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

CFR 41-1-15.2 & 15.4 and generally accepted accounting principles.

14c.

This proposal is submitted for use in connection with and in response to (1) Request for Proposal. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) October 26, 1981 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) October 26, 1981
DATE OF EXECUTION

SIGNATURE OF PROPOSER
Tom G. Stire
Vice President
TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

May 12, 1982
DATE OF EXECUTION

SIGNATURE OF REVIEWER
Chairman, Board of Works
TITLE OF REVIEWER

16. EPA REVIEWER *(If applicable)*

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Form 1529

71-254-25 H.I

Improvement Resolution

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
[illegible]
[illegible]
Betty L Collins

EMA, INC.

ESTIMATE BACKUP

FORT WAYNE: AMENDMENT FOR ADDITIONAL DESIGN STORM MODELING

	HOURS			
ACTIVITY	EMA	SAFHL	SONG	COMPUTER COSTS
1	40		5	
2	300	240	10	$3,000
3	160			1,500
4	80			1,000
5	200	80	10	2,500
6				1,000
7	40		5	
8	80			500
	900	320	30	$9,500

TRAVEL:		
	Two airfares (MSP-FTW) @ $350 =	$ 700
	6 per diem @ $100 (car, room, meals, park, phone) =	$ 600
		$1,300

Form 1529

Improvement Resolution

71-254-25 H.I
5/26/82

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

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71-245-8 H.I.
5/12/82

WATER MAIN IMPROVEMENT RESOLUTION

NO. 1027 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along the West side of Edwards Street from a point four (4') feet North of the south property line of Covington Road southward One Thousand Five Hundred Fifty-two (1,552'±) feet.

Said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof. 9%

ADOPTED this 12 day of May, 1982.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Clerk, Board of Public Works

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71-241-37 A.I.
5/5/82

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 1982, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation acting by and between its Board of Works (hereinafter referred to as "City") and UTILITY CENTER, INC., an Indiana corporation, successor in interest to Diversified Utilities, Inc., Maplewood Park Utilities, Inc. and Clearwater Utilities, Inc. (hereinafter referred to as "Utility");

WITNESSETH:

WHEREAS, a dispute has arisen between the City and the Utility with regard to certain accounts owed by the Utility to the City and certain customer accounts presently in the possession of the City for collection by the City for and on behalf of the Utility, and

WHEREAS, the parties desire to settle such accounts amicably and have reached an understanding concerning the same.

NOW, THEREFORE, the parties agree, each in consideration of the undertaking of the other as follows:

1. Utility shall pay, upon the execution of this Agreement, to the City the sum of Ten Thousand Dollars ($10,000).

2. City shall receive said sum as payment in full for the following City Utilities invoices:

No. 109-S-194 in the sum of $18,146.58
No. 110-S-229 in the sum of $ 355.48, and
No. 111-S-257 in the sum of $ 31.78

plus any interest accumulated to date on said accounts. Utility shall be released from the payment of said accounts, interest and charges set out above.

3. The City shall return all customer accounts receivable delivered to the City for collection under the terms of a certain agreement dated April 29, 1981 to Utility. The City shall be relieved of all obligations to collect said accounts as provided in said contract. The City shall waive its right to collect said accounts and to receive monies for the collection of

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the same. The Utility shall own said accounts and shall be entitled to receive and hold as its own, all monies collected by it from said delinquent customers. Sums representing delinquent accounts heretofore collected by City or inadvertently hereafter paid to the City shall be paid over to Utility within a reasonable time after collected.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the date above set forth.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

Robert Anderson

Betty R. Collins

UTILITY CENTER, INC.

By
Its Executive Vice President

15

City Paid

71-241-32 H. I.
5/5/82

SEWER IMPROVEMENT RESOLUTION NO. 357-1982

60" BRICK SEWER UNDER BERRY STREET AT BEGUE STREET DEPTH - 32 FEET

COMBINATION SEWER REPAIR PROJECT

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the emergency repair of a combination sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered.

Federal Emergency Management Agency Damage Survey Report #047070.

SCOPE OF PROPOSED WORK

Pump out and clean out sewer to allow access to damaged area. Construct access shaft and then install 36" liner plate (60" diameter is not required since most of the flow has been diverted to a nearby 84" sewer). Restore asphalt pavement, curb, and sidewalks. Install new manhole to permit access for maintenance where sewer is reduced from 60" to 36". (Scope of work may be more extensive than anticipated.)

Said sewer is 60" in diameter, with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds.

ADOPTED this 5th day of May, 1982.

BOARD OF PUBLIC WORKS

Stephen Bailey, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Sandra E. Kennedy
Clerk, Board of Public Works

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

Form 1929

71-238-11 H.I.
5/5/82

1/6

Improvement Resolution

FOR STREET OR ALLEY

No. 5928 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by repairing concrete pavement in 6300 block of Liberty Drive

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 5th *day of* May, 1982

ATTEST: Sandra E. Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Billy R. Collins

CALHOUN PRESS

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Form 1929

71-238-10 H.I
5/5/82

Improvement Resolution

FOR STREET ~~OR ALLEY~~

No. 5924 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by reconstruction of five areas of pavement and corner sidewalk replacement in Caribe Colony Addition.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 5th *day of* May, 1982

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty R. Collins

CALHOUN PRESS

71-238-9 H.I.
5/5/82

STREET LIGHTING RESOLUTION

No. 157-82

Arrow Drive

The Board of Public Works of the City of Fort Wayne, Indiana, having been petitioned by certain property owners on Arrow Drive, hereby deems it necessary to light Arrow Drive from Engle Road to its southern terminus, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal foot of property shall be assessed upon realestate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property and collection of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 5th day of May 1982.

BOARD OF PUBLIC WORKS

Chairman

Robert Anderson

Betty R Collins

Attest:

Sandra E Kennedy

Clerk

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71-237-6 H.I.
5/5/82

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 5th day of May 1982, by and between GEORGE THOMPSON, private owner~~an Indiana Corporation~~, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

> Beginning at an existing Sanitary Sewer manhole located 5±L.F. South of and 10±L.F. East of Southwest corner of Lot #72 Wild Rose Second Addition; Thence, East 90±L.F. to a proposed manhole in Bueter Drive 179±L.F. South of Oxford Street; Thence, North 195±L.F. to a proposed manhole located 15±L.F. North of and 5±L.F. East of the centerline intersection of Oxford Street and Bueter Drive; Thence, East 700±L.F. terminating at a proposed manhole.

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as Oxford Street Extended, sanitary sewer extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the total cost of construction of said sewer is represented to be $17,500.00, including related Engineering and Inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. SERVICE AREA OF SANITARY SEWER

Said sewer when accepted by the "CITY" will serve the following described area:

> Space located within the Northeast 1/4 Section 17, Township 31 North Range 13 East; bounded on the South by Oxford Street; bounded on the North and Northeast by Penn Central Railroad; bounded on the West by Bueter Drive extended North.

As property owners within aforedescribed service area will pay for the cost of construction of said sewer as it pertains to the above described service area, no charge or assessment is made by this Agreement against the above real estate within said service area for the construction of said sanitary sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION FEES

There are no area connection fees due for the service area described in Paragraph 3.

5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future

annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER," for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its descretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in Allen County Recorder's Office within ten(10)days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted with a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"OWNER":

George W Thompson

SEAL

Corporate Secretary

"CITY"
MAYOR

BY:
Win Moses, Jr.

BOARD OF PUBLIC WORKS

BY:
Stephen A. Bailey, Chairman

BY:
Roberta Anderson-Staten, Member

BY: Betty Collins
Betty Collins, Member

ATTEST:

Sandra E Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Assoc. City Attorney

STATE OF INDIANA:
SS
COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Thompson, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 6 day of April, 1982.

James W Winzeler
Notary Public
Resident of allen County
James W Winzeler

My Commission Expires:

April 13, 1985

This instrument prepared by
C. Duane Embury, P.E.
Chief Water Pollution Control Engineer

71-233-7

[illegible]

[illegible]

[illegible]

71-233-7

#2

[illegible]

[illegible]

71-233-7 H.I. 4/28/82

The Board of Public Works of the City of Fort Wayne, Indiana, has advertised for bids with respect to the collection of garbage and refuse for the City of Fort Wayne, Indiana. To maximize savings to the City of Fort Wayne, Indiana, and service to the citizens of the City of Fort Wayne, Indiana, a zone approach to specifications has been taken.

Bids have been received by three companies, and these bids have been reviewed by the Board of Public Works of the City of Fort Wayne, Indiana.

I move that from the determination of the Board of Public Works of the City of Fort Wayne, Indiana, it is in the best interest of the City of Fort Wayne, Indiana, that the zones be divided among two (2) contractors. By awarding the contract to two (2) companies, the lowest possible price will be achieved.

Therefore, the garbage and refuse contract for Zones 2 and 3 be awarded to National Serv-All, Inc., under Option 3 for such Zones 2 and 3. The bid prices, as bid by National Serv-All, Inc., for Zone 2 under Option 3 are:

Proposition No. 1	$539,851.00
Proposition No. 2	2.57
Proposition No. 3	2.84

The bid prices, as bid by National Serv-All, Inc., for Zone 3 under Option 3 are:

Proposition No. 1	$430,119.00
Proposition No. 2	2.28
Proposition No. 3	2.51

71-225-2 H.I. 4/15/82

EMERGENCY SEWER RESOLUTION NO. 71-225-25

WHEREAS, the City of Fort Wayne recently experienced a flood which caused the collapse of a number of sewers throughout the system; and

WHEREAS, a 60 inch sewer has collapsed in the area of Dwenger Avenue east of Glasgow Avenue; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said sewer is necessary to protect the safety and welfare of the community; and

WHEREAS, the Water Pollution Control Maintenance Department cannot accomplish the necessary repairs to said sewer by Force Account;

NOW, THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair and investigate the condition of said sewer and directs the following actions to be taken with funds to be provided for by the Utility and/or Federal Emergency Disaster Assistance:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the condition of said sewer.
2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

Approved this 15th day of April, 1982.

A true copy is incorporated herein.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

25

71-224-24 H.I.
4/15/82

EMERGENCY SEWER RESOLUTION NO. 71-224-24

WHEREAS, The City of Fort Wayne recently experienced a flood which caused the collapse of a number of sewers throughout the system; and

WHEREAS, hydrostatic forces loosened bricks, thereby damaging four catch basins on Parnell and State and undermining adjacent area, and

WHEREAS, The Water Pollution Control Engineering Department has determined an immediate removal and replacement of four said catch basins; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said catch basins is necessary to protect the safety and welfare of the community; and

WHEREAS, the Water Pollution Control Maintenance Department cannot accomplish the necessary repairs to said catch basins by Force Account;

NOW, THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair and investigate the condition of said catch basins and directs the following actions to be taken with funds to be provided for by the Utility and/or Federal Emergency Disaster Assistance:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the condition of said catch basins.
2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

Approved this 15th day of April, 1982.

A true copy is incorporated herein.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

71-224-23 H.I. 4/15/82 26

EMERGENCY SEWER RESOLUTION NO. 71-224-23

WHEREAS, the City of Fort Wayne recently experienced a flood which caused the collapse of a number of sewers throughout the system; and

WHEREAS, a 12 inch sewer has collapsed in the alley east of 1522 St. Joe Boulevard; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said sewer is necessary to protect the safety and welfare of the community; and

WHEREAS, the Water Pollution Control Maintenance Department cannot accomplish the necessary repairs to said sewer by Force Account;

NOW, THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair and investigate the condition of said sewer and directs the following actions to be taken with funds to be provided for by the Utility and/or Federal Emergency Disaster Assistance:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the condition of said sewer.
2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

Approved this 15th day of April, 1982.
A true copy is incorporated herein.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

27

71-220-134
4/7/82

C-180774-03 awt, Ph. a,b+c

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

April 7, 1982

Howard Needles Tammen & Bergendoff
Mr. Ray H. Kocher, P.E.
P. O. Box 68567
3333 Founders Lane
Indianapolis, Indiana 46268

Dear Ray:

The decision of the Board of Works is that we will continue with our initial program of paying for work completed and inspected. Therefore, the issue of partial payments of work in-process for the Roots-Dresser Blower System has been denied.

We apologize for any undue delays or inconvenience.

Very truly yours,

Board of Public Works

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

Attest:

Sandra E Kennedy
Sandra E. Kennedy, Clerk

cc: Bill Kerr, Hagerman Construction
Kevin Beach, Shambaugh & Son
Phil Boller

71-219-11 A.I.
4/7/82

RESOLUTION NO. 71-219-11

BE IT RESOLVED, by the Board of Public Works of the CITY OF FORT WAYNE, INDIANA, that Stephen A. Bailey, Chairman of the Board of Public Works, is hereby designated to be authorized signatory in behalf of the CITY OF FORT WAYNE on any instruments or documents pertaining to USEPA GRANTS.

The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the CITY OF FORT WAYNE.

Approved this 7th day of April, 1982.

A true copy is incorporated herein.

STEPHEN A BAILEY, Chairman

Roberta Anderson-Staten, Member

Betty R Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

71-218-4

NOTICE TO CONTRACTORS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana that sealed proposals will be received by the Board at its office, Room 910, City-County Building on Wednesday, May 12, 1982 at 9:00 a.m., E.S.T. for the following:

CONSTRUCTION OF A CIVIC CENTER PARKING GARAGE
PHASE II
CITY OF FORT WAYNE, INDIANA

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is deemed necessary to construct said Civic Center Parking Garage for the City of Fort Wayne, Indiana.

All proposals and all construction shall be in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City and such improvements are now ordered. Copies of plans and specifications may be obtained by bidders from Gibson, Tourney, Kim, Inc., Architects - Engineers, Planners, the Lamdmark Building, 519 Tennessee Avenue, Fort Wayne, Indiana for a deposit of One Hundred Dollars ($100.00) for each set of documents. Deposits will be refunded provided a bonafied bid is submitted and the plans and specifications are returned in good condition. Deductions from the deposits will be made for repairs, replacements and for mailing costs.

This is a EDA Federally assisted project and all contracts will be let subject to Federal requirements.

Wage rates on the project shall not be less than the prescribed Scale of Wages as determined in accordance with Chapter 319, Acts of Indiana, 1935 and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the higher.

All bidders are required to file with their bids a bid bond or a certified check in an amount not less than five percent (5%) of their bid submitted payable to the City of Fort Wayne, Indiana.

Each bidder must have a Affirmative Action Program on file with the Equal Employment Office in the City-County Building or submit one with his/her bid.

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana upon any debt or contract, or who has failed to execute, in whole or part in a satisfactory manner, any contract with the City, or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

STEPHEN A. BAILEY
ROBERTA ANDERSON STATEN
BETTY R. COLLINS
BOARD OF PUBLIC WORKS

ATTEST: SANDRA E. KENNEDY, CLERK

PUBLISH: April 12 and April 19, 1982

sjh

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CITY OF FORT WAYNE, INDIANA

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana that it is deemed necessary to construct said Civic Center Parking Garage for the City of Fort Wayne, Indiana.

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This is a EDA Federally assisted project and all contracts will be let subject to Federal requirements.

Wage rates on the project shall not be less than the prescribed Scale of Wages as determined in accordance with Chapter 319, Acts of Indiana, 1935 and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the higher.

All bidders are required to file with their bids a bid bond or a certified check in an amount not less than five percent (5%) of their bid submitted payable to the City of Fort Wayne, Indiana.

Each bidder must have a Affirmative Action Program on file with the Equal Employment Office in the City-County Building or submit one with his/her bid.

NOTICE

of

REQUIREMENT

for

AFFIRMATIVE ACTION

to

ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(EXECUTIVE ORDER 11246 AS AMENDED AND CFR 60-4)

The Offeror's or Bidder's attention is called the the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

1) Each Bidder, Contractor or Subcontractor (hereinafter the contractor) must fully comply with either Part I or Part II, as applicable, of these Bid Conditions as to each construction trade it intends to use on this construction contract and all other construction work (both Federal and Non-Federal) in the Fort Wayne area during the performance of this contract or subcontract. The contractor commits itself to the goals for minority manpower utilization in either Part I or Part II, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

   The contractor shall appoint a company executive to assume responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

2) The goals and timetables for female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

FORT WAYNE, INDIANA
GOALS AND TIMETABLES

TIMETABLE	TRADE	GOAL (PERCENT)
UNTIL FURTHER NOTICE	MINORITIES FEMALES	4.4% 6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

SECTION 3 CLAUSE:

A) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Economic Development and is subject to the requirements of Section 3 Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Stephan A. Bailey

Roberta A. Staten

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST: Sandra Kennedy, Clerk

PUBLISH: April 12 and April 19, 1982

11-211-32 H.L.
4/31/82

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 16th day of March, 1982, by and between the Board of Public Works, City of Fort Wayne, One Main Street, Fort Wayne, Indiana 46802, hereinafter referred to as "OWNER"; and Ronald L. Bonar & Associates, Inc., consulting engineers, 616 South Harrison Street, Fort Wayne, Indiana 46802, hereinafter referred to as "ENGINEER",

WHEREAS, Owner has experienced a flood disaster and the Mayor has declared a state of emergency, and

WHEREAS, Governor Orr has designated Fort Wayne/Allen County as a disaster area, and

WHEREAS, on March 20, 1982, President Reagan has declared the Fort Wayne/Allen County flood as a major disaster, making it eligible for federal assistance. Said Declaration is No. FEMA-562-DR-IN, and

WHEREAS, Owner did hire Engineer to assist in this emergency on March 16, 1982, and

WHEREAS, Owner has organized a Flood Recovery Structure which sets forth task force and phases of recovery, and

WHEREAS, Owner has requested Engineer's assistance in the various phases as more specifically described below.

NOW, THEREFORE, the Owner and Engineer mutually agree as follows:

Section 1 - Assignment

Owner has assigned to Engineer, or will assign to Engineer, tasks to perform professional engineering services, to serve as Owner's professional engineering representative, and to provide professional engineering consultation and advice for a professional fee as set forth herein in connection with the Fort Wayne flood disaster. The Engineer's general scope of services is set forth as follows:

Phase I - Disaster

Engineer has assisted Owner's representatives in preparing the preliminary

damage assessment for the Natural Disasters Assistance Program. Engineer worked with State, Civil Defense personnel and Federal personnel in reviewing damages, preparing estimates and completing the preliminary damage assessment which was used as a basis for FEMA's recommendation to the President in consideration of declaration of a natural disaster. Engineer's services included interviews with City personnel, review of public facilities, preparation of cost estimates, meetings with State and Federal personnel, and other services as requested by Owner's representatives.

Phase II - Recovery, Reconstruction & Assistance

A. Engineer is a member of Owner's task force for Phase II.

B. Engineer shall coordinate and assist Owner in the preparation and development of the listing and cost estimates for the public damages. This shall include work categories:

   a. Debris clearance
   b. Protective measures
   c. Road systems
   d. Water control facilities
   e. Public buildings
   f. Public utilities
   g. Facilities under construction
   h. Private non-profit facilities
   i. Other damages

C. Engineer shall work with Owner's department heads in assisting them in the identification and cost estimates for the individual public damages work categories. This assistance may include but not be limited to, field reviews, preparation of detailed cost estimates, preliminary designs, meetings with State and Federal officials, preparation of drawings, sketches, etc.

D. Engineer shall work with Owner's representatives as necessary to participate in the State/Federal team field inspection review and cost estimating in preparation of the damage survey reports for specific public facilities damages.

E. Engineer shall work with Owner, State and Federal representatives in the review, processing and approval of the DSR's and necessary documentation to assist the

30

City in obtaining available Federal funds.

F. Engineer shall assist Owner, as requested, in the preparation of plans, specifications, cost estimates, bid documents, receiving of bids, award of contracts, inspection during construction, and overall project administration for the reconstruction of the public facilities damages as covered by this phase.

Phase III - Prevention and Development

A. Engineer shall be a member of Owner's task force for this phase.

B. Engineer shall prepare on a base map the 1982 Flood Limits for Owner based upon information supplied by Owner.

C. Engineer shall complete assignments and segments of the Phase III Flood Prevention Plan Document as assigned by the Phase III Task Force Leader.

D. Engineer shall participate in the technical team, consisting of City, County, State and Federal representatives in the preparation, costing, review and evaluation of alternative solutions for flood control.

Section 2 - Basic Services of Engineer

2.1 Engineer shall perform the following professional services:

2.1.1 Consult with Owner to clarify and define Owner's requirements relative to the assignment and review available data.

2.1.2 Perform the scope of services as defined in Section 1 above.

2.1.3 Advise Owner as to the necessity of Owner's providing or obtaining from others special services and data required in connection with the Assignment (which services and data Engineer is not to provide hereunder but on which Engineer may rely in performing services hereunder), and act as Owner's representative in connection with any such services of others.

2.1.4 Additional professional services related to this assignment will be performed by Engineer on request of Owner.

Section 3 - Owner's Responsibilities

Owner shall:

3.1 Provide all criteria and full information as to Owner's requirements and designate a person with authority to act on Owner's behalf on all matters concerning the Assignment.

3.2 Furnish to Engineer all existing studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and Engineer shall be entitled to rely upon all such information and services in performing services hereunder.

3.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

Section 4 - Compensation

4.1 As full compensation for services performed by the Engineer hereunder, the Owner shall pay to the Engineer the following as compensation:

4.1.1 The appropriate hourly rates for work performed by Engineer's personnel as indicated on the attached Exhibit "A" made a part hereof.

4.1.2 For travel costs, the Engineer shall be reimbursed at cost, plus Ten Per Cent (10%); provided, however, that Engineer shall not charge Owner for any travel costs in the Fort Wayne, Indiana, area or travel costs from Fort Wayne to Indianapolis.

4.1.3 If additional professional services are required and Engineer needs to hire outside sources for performance of same, then Engineer shall be reimbursed for the cost of such outside services, plus Ten Per Cent (10%); provided, however, that no such outside services shall be obtained without the prior approval of the Owner.

Further provided that the total compensation to be paid by the Owner to the Engineer shall not exceed Thirty Thousand Dollars ($30,000.00) unless otherwise approved by Owner.

4.2 Engineer's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment.

4.3 Owner shall pay Engineer for services rendered within thirty (30) days after receiving Engineer's bill.

Section 5 - Miscellaneous

5.1 The obligation to provide further services under this Agreement may be terminated (a) by Owner with or without cause upon seven (7) days' written notice to Engineer and (b) by Engineer for cause upon seven (7) days' written notice to Owner. In the event of any termination, Engineer will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

5.2 Owner and Engineer, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successo administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.

5.3 Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Owner and Engineer.

5.4 The relationship of the parties hereto shall be as provided for in this Agreement, and the Engineer shall in no fashion be deemed to be an employee of the Owner. In that regard, the Engineer and all of the Engineer's personnel, employees, agents, contractors, consultants, and the like shall not be employees of the Owner. Furthermore, the Engineer shall have all responsibility to pay all of its employees, consultants, agents, contractor and the like, including, but not limited to, Social Security contributions, unemployment, Workmen's Compensation tax, and any other benefits, and the Owner shall not be responsible for same, but rather, the compensation to be

paid hereunder by the Owner to the Engineer shall be the full compensation and monies required of the Owner. Furthermore, the Engineer shall cause all of its bills to be paid promptly and shall not cause any claims, mechanic's liens, or the like to be placed against the Owner or any of its property for work performed hereunder by the Engineer or anyone hired or utilized by the Engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:
Sandra E. Kennedy

APPROVED AS TO FORM AND LEGALITY

City Attorney

ENGINEER:

RONALD L. BONAR & ASSOCIATES, INC.

BY: Ronald L Bonar
Ronald L. Bonar, President

HOURLY RATES

GRADE	JOB TITLE	HOURLY RATE
VIII	Principal-Officer	$35.00
VII	Associate-Project Manager	32.00
VI	Senior Project Engineer	30.00
V	Project Engineer, Project Representative Supervisor	26.00
IV	Senior Designer, Party Chief, Engineer, Environmental Planner	22.00
III	Designer, Junior Engineer, Senior Construction Project Representative	18.00
II	Detailer, Instrument Man, Construction Project Representative	14.00
I	Draftsman, Rod-Chainman, Asst. Construction Project Representative, Secretary	12.00

The above hourly rates include all payroll cost, overhead cost and travel in the Fort Wayne area and from Fort Wayne to Indianapolis.

EXHIBIT "A"

DC 12-82
City Paid
Motor Contract

7/-215-17 H.I
3/31/8

STREET LIGHTING

Resolution No. 159-82

WHEREAS: The Traffic Engineering Department of the Board of Public Safety has indicated a hazardous condition exists and;

WHEREAS: The Traffic Engineering Department has requested street lighting be installed to help alleviate this hazardous condition;

THEREFORE: The Board of Public Works of the City of Fort Wayne, Indiana hereby deems it necessary to light Spy Run Extended from North Clinton Street to Parnell Avenue to the current acceptable standard of illumination all in accordance with the plans and specifications on file in the office of the Board of Public Works of said city and such lighting is now ordered.

The cost of said lighting shall be paid by the Board of Public Works of said city from monies set aside from Revenue Sharing Funds designated for public lighting.

BOARD OF PUBLIC WORKS

Attest:

Sandra Kennedy
Clerk

71-215-16 H.I.
3/31/82

EMERGENCY RESOLUTION 71-215-16

WHEREAS, a sewer failure has occurred on an existing 18 inch sanitary sewer in the alley to the rear of 4126 South Calhoun Street, and

WHEREAS, the Water Pollution Control Maintenance Department has determined an emergency exists for an immediate repair of said sewer, and

WHEREAS, the Water Pollution Control Maintenance Department has determined that the required repair cannot be accomplished by force account

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to repair said sewer and directs the Purchasing Department to issue a confirming purchase order to the contractor selected by the Superintendent of Water Pollution Control Maintenance to perform the repair.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

Approved and adopted: March 26, 1982

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

71-214-13 H.I.
3/31/82

BOARD OF PUBLIC WORKS CONTRACT FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into between CITY UTILITIES of the City of Fort Wayne, Indiana and ROBERT L. THOMPSON, JR., attorney, witnesseth that:

WHEREAS, the Public Service Commission of Indiana (Commission) has, in Cause No. 36542 before said Commission, ordered that proceedings be conducted for the analysis and review of the quality of service provided to the public by General Telephone Company of Indiana, Inc., and has provided for input and participation in said study by Intervenors in that Cause, including the City of Fort Wayne, and

WHEREAS, City Utilities, the City of Fort Wayne, and the citizens and businesses of Fort Wayne are served by General, and are substantially and adversely affected by the quality of service presently provided by General, and

WHEREAS, City Utilities has determined that it is in its bests interests that it actively participate in the foregoing proceedings for analysis and review of the quality of General's service, so as to assist the Commission in achieving thorough review of the problems currently experienced and effective solution thereto, and that it employ special legal counsel with regulatory experience to represent it at the various stages of the foregoing proceedings, which have been entitled Cause No. 36542-S1 before the Commission, and

WHEREAS, pursuant to IC, Section 18-1-21-4, the Board of Public Works of the City of Fort Wayne, Indiana has authority to enter into contracts for services for the use and benefit of City Utilities of the City of Fort Wayne, Indiana,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

71-210-9 H.I.
3/24/82.

-1

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, Indiana employs Robert L. Thompson, Jr., attorney, as its special counsel to represent it before the Public Service Commission of Indiana in Cause No. 36542-S1, in the name of the City of Fort Wayne, Indiana.

2. Robert L. Thompson, Jr. agrees to serve as such special counsel, as set forth above, and to do such factual investigation, legal research, communication, and participation in said proceedings as shall be necessary, and shall take such other legal action as shall be necessary to further the stated interests of City Utilities.

3. City Utilities shall reimburse said special counsel, in the performance of said services, for his out of pocket expenses incurred, including long-distance telephone, travel, overnight lodging, and out-of-town meal expenses, away from his office in Fort Wayne, Indiana, and shall pay to said special counsel for his services compensation at the rate of $50.00 per hour for office time work performed and at the rate of $65.00 per hour for matters conducted out of his said office.

4. The maximum reimbursement of expenses and compensation payable inder this Contract shall be the sum of Fifteen Thousand Dollars ($15,000.00).

Dated this 31st day of March, 1982.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By____________________

By Robert Anderson

By____________________

Members of the Board of Public Works

By____________________
Winfield C. Moses, Jr., Mayor

____
Robert L. Thompson, Jr.

-1

71-210-9 H.I.
3/24/82

In the matter of advertising for bids for Collection, Removal and Disposal of Solid Waste for the City of Fort Wayne, Notice to Bidders was advertised on August 24 and August 31, 1981.

Bids were received September 10, 1981 and contract was awarded to National Serv-All on September 14, 1981.

On September 15, 1981 Board signed contract for National Serv-All and contract sent to Council.

On September 17, 1981 Board withdrew National Serv-All contract and awarded contract to SCA, Inc..

On September 18, 1981 Board signed contract for SCA, Inc.

SCA, Inc. contract was sent to Council on September 22 1981. Council rejected SCA, Inc. contract and ordered Board to send previous contract with National Serv-All to Council on October 22, 1981.

On November 3, 1981 Council requested that Board hold an Emergency Board Meeting to sign a new National Serv-All contract.

Due to this action, SCA, Inc. filed a lawsuit against the City for awarding contract to National Serv-All.

Judge Stump of DeKalb County declared contract with National Serv-All void.

The Board of Public Works now deems it necessary to readvertise for bids for Collection, Removal and Disposal of Solid Waste per specifications prepared by the Garbage Committee.

Approved this 3rd day of March, 1982.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

71-205-[illegible] C.I.
3/10/82

HOWARD NEEDLES TAMMEN & BERGENDOFF

February 15, 1982

Mr. Stephen Bailey, Chairman
and Members of the Board of Public Works
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: Interim Construction Engineering Services Agreement, dated October 14, 1982, for Change Orders 25, 26, 27 and 28, Water Quality Control Project Division I, Water Pollution Control Plant Additions, Sewage Works Grant No. C180538 01

Attn: Mr. Philip R. Boller
Director of Water Resources

Dear Chairman and Members of the Board of Public Works:

We propose the following changes to our above-referenced Agreement:

1. Change the time of services from sixty (60) days to one hundred eighty (180) days.

2. Change the total billing limit from $6,000 to $12,000.

Architects Engineers Planners • Formerly offices of H.B. Steeg & Associates • P.O. Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160

Partners H C Lamberton, Jr PE, James F Finn PE Paul L Heineman PE, Gerard F Fox PE, William M Wachter PE, George K Erganian PE Browning Crow PE, Charles T Hennigan PE Edgar B Johnson PE, Daniel J Watkins PE Ralph E Myers FAIA, Daniel J Spigai PE John L Cotton PE, Francis X Hall PE Robert S Coma PE Donald A Dupies PE William Love AIA William C Meredith PE
Associates Daniel J Appel PE, Robert W Richards PE, Don R Ort PE, Frederick H Sterbenz PE Robert B Kollmar PE, Kendall T Lincoln CPA Jack P Shedd PE Roberts W Smithem PE, Jack C Thompson PE, Richard D Beckman PE, John A Eggen, Jr AIA, Lloyd H Bakan, Harry D Bertossa PE, Ralph E Robison PE, Cecil P Co[illegible]s PE, Stephen G Goddard PE, Harvey K Hammond, Jr PE Stanley I Mast PE Robert D Miller PE, Robert W Anzia PE, Marvin C Gersten PE, Cary C Goodman AIA, Walter Sharko PE, Gordon H Slaney, Jr PE James L Tuttle Jr PE, Norman J Boge PE, James O Russell, PE
Offices Alexandria, VA, Atlanta, Baton Rouge, Boston, Cape Coral, FL Casper Wy Charleston, SC Charleston, WV Chicago Cleveland Dallas, Denver Fairfield NJ, Houston Indianapolis Jacksonville FL, Kansas City, Los Angeles Miami Milwaukee, Minneapolis Newark, DE, New York Orlando, Overland Park KS, Philadelphia Seattle, Tampa, Tulsa Manila Rio de Janeiro

After execution, retain the original and return the two (2) copies to this office.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

J. O. Russell

James O. Russell
Associate

JOR/mbc

ACCEPTED: March 10, 1982.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen Bailey, Chairman

Betty R. Collins

Betty R. Collins, Member

Roberta Anderson Staten

Roberta Anderson Staten, Member

Memorandum

-14-

To Board of Public Works Date February 24, 1982

From Philip R. Boller, Director of Water Resources

Subject HNT & B Time and Cost Extension

COPIES TO:

The Board executed an interim construction Engineering Service Agreement with HNT & B for change orders 25, 26, 27, and 28 on October 14, 1981 which expired on December 13, 1981. The agreement limited the billing amount to $6,000.00.

The attached agreement changes the time of services from HNT & B from 60 to 180 days or to April 13, 1982 and increases their billing limit from $6,000.00 to $12,000.00.

Failure to execute this agreement could cause delays in the City obtaining the Grant Amendment which will cover 85% of their cost. Therefore, it is my recommendation to execute this agreement.

Respectfully submitted,

Phil Boller

Philip R. Boller
Director of Water Resources

FEB 25 1982

APPROVED

☐

Betty R. Collins

82-003525 71-201-17 4.I.
P-50 3/3/82

1982 MAR -9 AM 8:10
ALLEN COUNTY RECORDER

PRIVATE SANITARY SEWER CONNECTION AGREEMENT

THIS AGREEMENT made between OURANIA and ANTHANSIOS PAPPAS, husband and wife, hereinafter referred to as "Owners", and the CITY OF FORT WAYNE, INDIANA, by its Board of Public Works, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, Owners have constructed a new home located at 8140 Old Auburn Road on a 2±-acre piece of real estated located in the North Half of the Southwest Quarter of Section 7, Township 31 North, Range 13 East, Allen County, Indiana, and

WHEREAS, the City of Fort Wayne has constructed and has in service a sanitary sewer system known as the "St. Joseph Interceptor Sanitary Sewer" which said sewer is located approximately 670 feet east of Owner's real estate, and

WHEREAS, no City sanitary sewer exists presently to serve Owner's real estate, and Owner is desirous of receiving sanitary sewer service from City and requests approval to construct a private sewer to obtain sanitary sewer service.

NOW, THEREFORE, the parties hereto agree as follows:

1. City agrees to allow Owner to construct a 6-inch private sewer extending from the St. Joseph Interceptor Sewer located on the east side of Beckett's Drain, westerly a distance of approximately 670 feet; thence continuing northwesterly and westerly on Owner's real estate and connecting to Owner's new residence located at 8140 Old Auburn Road; all as set forth in detail on Sheets 1 and 2 of plan and profiles as prepared by Bonar & Associates, Inc. entitled "Sanitary Sewer Service - George Pappas - 8140 Old Auburn Road - Allen County, Indiana". Owner and City acknowledge that this is a private sewer line and only for the use of the Owner's real estate and is subject to the rules and regulations of the City governing private sewer connections to the City Utilities for such service. It is understood that at the present time the facilities of said party are located outside the City Limits. In the event the City's sewer system is extended adjacent to the facilities of Owner, Owner agrees to waive any right to remonstrate against any such extension of said facilities and/or the assessment of any charges against their properties as determined by the Board of Public Works of the City as provided by law, and agree to disconnect said facilities from the proposed temporary private sewer line and reconnect into such adjacent City sewer as may be constructed and pay such share of the construction costs of said adjacent City sewer as may be established as the fair pro rata share benefit to their property.

7061 Tom

Owner further states that it will not subdivide and/or transfer any portion of the aforementioned property to another ownership.

2. Owner and his successors in title and assigns, waive and release any and all rights which may now or hereafter have to remonstrate against or otherwise object to, interefere with, or oppose any pending or future annexation by the City of any territory now owned by them, as described herein, and served by the City sanitary sewer system or any extension thereof.

3. City agrees to accept sanitary sewage only from the above described private sewer line in accordance with City charges and regulations and in accordance with the terms of this agreement as above set forth.

THIS AGREEMENT will be binding upon the parties hereto and successors and assigns as the owners and successors in interest to the real estate subject to the terms of this agreement.

DATED: March 3, 1982

OWNER

Ourania Pappas
Ourania Pappas

Anthanasios Pappas

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Stephen Bailey

Roberta Anderson Staten

Betty R Collins
Betty R Collins

ATTEST:
Sandra E Kennedy
Clerk Sandra E Kennedy

Approved as to form and legality:

Associate City Attorney

THE CITY OF FORT WAYNE
CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
engineering department
7th floor 423-7061

12 March 1982

Ourania and Anthansios Pappas
2302 North Anthony Boulevard
Fort Wayne, IN 46805

Reference: 8140 Auburn Road: Private Sanitary Sewer Connection Agreement - Instrument #82-003525

Dear Mr. Pappas:

Enclosed is subject recorded agreement. Direct any questions concerning this Agreement to William Shininger, P.E., of this Department or the undersigned directly at 423-7061.

Sincerely,

C Duane Embury

C. Duane Embury, P.E.,
Chief Water Pollution Control Engineer

CDE/BS/ns

Attachment: Private Sanitary Sewer Connection Agreement

cc: Board of Public Works + Original recorded Agreement
P.R. Boller + Copy of Agreement
Ron Bonar & Associates + Copy of Agreement
Don Dammeier + Copy of Agreement
Project File
Easement File
William Shininger, P.E.
Chrono

BOARD OF PUBLIC WORKS
RECEIVED
MAR 12 1982

71-201-19 H.I.
3/3/82

NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on Monday, April 5, 1982 at 10:00 a.m. for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobil home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

STEPHEN A. BAILEY
ROBERTA ANDERSON STATEN
BETTY R. COLLINS
BOARD OF PUBLIC WORKS

ATTEST: SANDRA KENNEDY, CLERK

PUBLISH: March 5, 1982 and March 12, 1982

sjh

Receive bids on Apr 19, 1982 at 10 am. of

30

71-198-18 H.I
3/24/82

BOARD OF PUBLIC WORKS CONTRACT
FOR SPECIAL EXPERT CONSULTANT SERVICES

THIS AGREEMENT, made and entered into between City Utilities of the City of Fort Wayne, Indiana and Warren W. Shearer witnesseth that:

WHEREAS, the Public Service Commission of Indiana has instituted a proceeding, entitled "In the Matter of an Investigation into Possible Usage Sensitive Pricing Alternatives to Flat Rate Charges by Indiana Telephone Companies for Local Exchange Telephone Service and Extension of Toll Free Flat Rate Calling Areas," under Cause No. 36686 before the Commission, and has, in connection therewith, provided for the establishment of a Task Force for the purpose of compiling data and making recommendations to the Commission regarding the subject matter of the proceeding, and

WHEREAS, City Utilities of the City of Fort Wayne has an annual telephone account in excess of $45,000 and the Civil City of Fort Wayne has a telephone account in excess of $225,000, and the citizens and businesses of Fort Wayne have extensive telephone accounts with a utility the rates and rate structure of which will be substantially affected by the foregoing proceedings before the Commission, and

WHEREAS, the foregoing proceeding before the Commission contemplates institution of rate structures for Indiana telephone utilities which are commonly known as local measured service, and which could result in local telephone service being charged wholly or in part on a toll basis which may extensively, adversely and severely impact the cost of such service to City Utilities, the Civil City, and its citizens, and

WHEREAS, City Utilities of the City of Fort Wayne has determined that it is in its best interest have a representative on its behalf act as a member of the aforesaid Task Force, for the purpose of participating in the activities of said Task Force and undertaking analysis of and recommendations with regard to the issues under consider-

which are consistent with the minimization of the cost of quality local telephone service to it, the City of Fort Wayne ant its citizens, and

WHEREAS, pursuant to IC, §18-1-21-4 and other applicable authority, the Board of Public Works of the City of Fort Wayne, Indiana has the authority to enter into contracts for services for the use and benefit of City Utilities, and

WHEREAS, Warren W. Shearer has extensive experience, education and expertise in the disciplines of economics, utility regulation and such other matters as will be the essential work of said Task Force,

NOW THEREFORE, IT IS HEREBY AGREED:

1. That City Utilities of the City of Fort Wayne, Indiana, by the Board of Public Works of Fort Wayne, Indiana, hereby employs Warren W. Shearer to represent it, in the name of the City of Fort Wayne, Indiana, as a member of the foregoing Task Force and in such other respects in connection with said proceeding before the Commission as shall be determined and directed.

2. That Warren W. Shearer agrees to serve in such capacity, as a special expert consultant, on behalf of City Utilities.

3. That City Utilities shall reimburse said special expert consultant in the performance of said services for his out-of-pocket expenses incurred, including long-distance telephone charges, travel, overnight lodging, out of town meal expenses, and other such expenses while away from his office in Crawfordsville, IN; and that City Utilities shall pay to said special expert consultant for his services compensation at the rate of $60.00 per hour for all time devoted to the performance of his responsibilities hereunder.

4. The maximum reimbursement of expenses and compensation payable to said special expert consultant

under this Contract shall be the sum of ten thousand dollars ($10,000.00).

Dated this 24 day of February, 1982.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA, BY

Robert Anderson Stats

The Board of Public Works of
the City of Fort Wayne, Indiana

Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

Warren W. Shearer
Warren W. Shearer

71-192-7 [illegible]
2/17/82.

STREET LIGHTING RESOLUTION

No. 158-82

Home Avenue

The Board of Public Works of the City of Fort Wayne, Indiana, having been petitioned by certain property owners on Home Avenue, hereby deems it necessary to relight Home Avenue from Broadway Boulevard to Thompson Avenue, all in accordance with the drawings and specifications on file in the office of the Department of Public Works of said City and such lighting is now ordered. This improvement is ordered pursuant to I.C. 19-5-24-1 and 10.

A maximum cost of $3.27 per lineal foot of property shall be assessed upon realestate abutting the above described street. The balance of the project cost shall be assessed upon the City of Fort Wayne, Indiana. Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at one-half (1/2) the local prime rate on this date but not lower than nine (9) percent per annum and shall be financed by the Barrett Law revolving improvement fund as provided for in I.C. 18-6-5-29.5. All proceedings and any work done in said lighting assessment of property and collection of assessments shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 17th day of February 1982.

BOARD OF PUBLIC WORKS

Chairman

Robert Anderson

Attest:

Sandra Kennedy

Clerk

181-17 H.I.
2/10/82

TEMPORARY AGREEMENT FOR THE COLLECTION AND DISPOSAL OF REFUSE

Come now the City of Fort Wayne, Indiana, (hereinafter called "City") and National Serv-All, Inc., (hereinafter called "Serv-All"),

WITNESSETH:

Whereas, there is presently pending an action in the DeKalb Circuit Court, Cause No. C-81-259, entitled SCA Services of Indiana, Inc. and John Mauch, Jr., Plaintiff vs. City of Fort Wayne, Indiana and the Common Council of the City of Fort Wayne, Indiana, Defendants-Respondents, and also entitled State of Indiana, on the relation of SCA Services of Indiana, Inc. and John Mauch, Jr., Relators vs. City of Fort Wayne, Indiana, and the Common Council of the City of Fort Wayne, Indiana, Defendants-Respondents, and

Whereas, the DeKalb Circuit Court, as part of its order issued January 26, 1982 in the above cause, ordered "that the City may, in its discretion, enter into temporary arrangements or agreements with any contractor or contractors for such service . . ." and

Whereas, the City of Fort Wayne desires to maintain the collection and disposal of refuse and garbage from the City without interruption for the health and safety of its citizens, and

Whereas, Serv-All is ready, able and willing to continue the collection and disposal of refuse from the City of Fort Wayne upon the same terms and conditions and for the same compensation as are contained in that certain contract entered into between the City of Fort Wayne and National Serv-All, Inc., dated November 3, 1981, and

71-192-[illegible]

Clerk

Whereas, the City wishes to be assured of continued garbage collection and disposal until such time as the issues raised in the above-mentioned Cause No. C-81-259 are resolved, now therefore

It is agreed between the parties as follows:

1. Serv-All shall collect and dispose of the refuse and garbage in the City of Fort Wayne upon the same terms, promises, provisions and conditions as set out in that certain contract and specifications entered into between the City of Fort Wayne and National Serv-All, Inc. dated November 3, 1981.

2. City shall compensate Serv-All for said services in the amounts and upon the terms set out in said contract between the parties dated November 3, 1981.

3. Either party may terminate this contract upon 24 hours' notice in writing to the other party.

Dated this 29th day of JAN, 1982.

NATIONAL SERV-ALL, INC.

By G. Charles Walbridge
G. Charles Walbridge, General Manager
and Secretary-Treasurer

39

Clerk

CITY OF FORT WAYNE

By: Board of Public Works

Steve Bailey, Chairman

Betty R Collins

Betty Collins

Roberta Anderson Staten

Roberta Staten

MAYOR OF THE CITY OF FORT WAYNE

By

Winfield C. Moses

ATTEST:

Sandra E Kennedy

Sandra E. Kennedy, Clerk

ADDENDUM TO:

CITY OF FORT WAYNE

GENERAL AND DETAILED SPECIFICATIONS
FOR
STREET AND ALLEY PAVEMENTS
SIDEWALKS, CURBS, DRAINAGE STRUCTURES AND OTHER
MISCELLANEOUS ITEMS
DEPARTMENT OF PUBLIC WORKS
FORT WAYNE, INDIANA

PREPARED BY:
OFFICE OF THE CITY ENGINEER
DEPARTMENT OF PUBLIC WORKS
EDWARD GREEN, CITY ENGINEER

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY OF
FORT WAYNE, INDIANA
ON AUGUST 14, 1961

Paul F. Roembke
Paul F. ROEMBKE, CHAIRMAN

John D. Lombard
John D. LOMBARD

Berkeley Ward
Berkeley WARD

17

71-189-4

ADDENDUM TO "PAVEMENT CUTS FOR UTILITY REPAIRS"

OPENING SHALL BE NO LARGER THAN NECESSARY TO MAKE REQUIRED REPAIR.

CONCRETE PAVEMENT AND ASPHALT SURFACE SHALL IN ALL CASES BE REPLACED TO NEAREST CONSTRUCTION JOINT IF CUT IS WITHIN 5 FT. HORIZONTAL OR LONGITUDINAL OF JOINT.

CAUTION SHOULD BE EXERCISED IN ALL PAVEMENT CUT AREAS, EMERGENCY OR NOT, TO PRESERVE APPEARANCE AND MAINTAIN STRENGTH AND QUALITY OF PAVEMENT AREA.

N*O*T*E

VARYING CIRCUMSTANCES

STREET ENGINEERING WILL HAVE JURISDICTION AS TO AREA INVOLVED AND METHOD OF RESTORATION TO BE FOLLOWED.

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

Chairman

Robert Anderson

Member

Betty R. Collins

Member

Carl E. O'Neal

Carl E. O'Neal, Director of Transportation

David M. Anderson

David M. Anderson, Chief Street Engineer

ms

Attested:

Sandra E. Kennedy

Clerk

71-189-4.1. 42
2/10/82

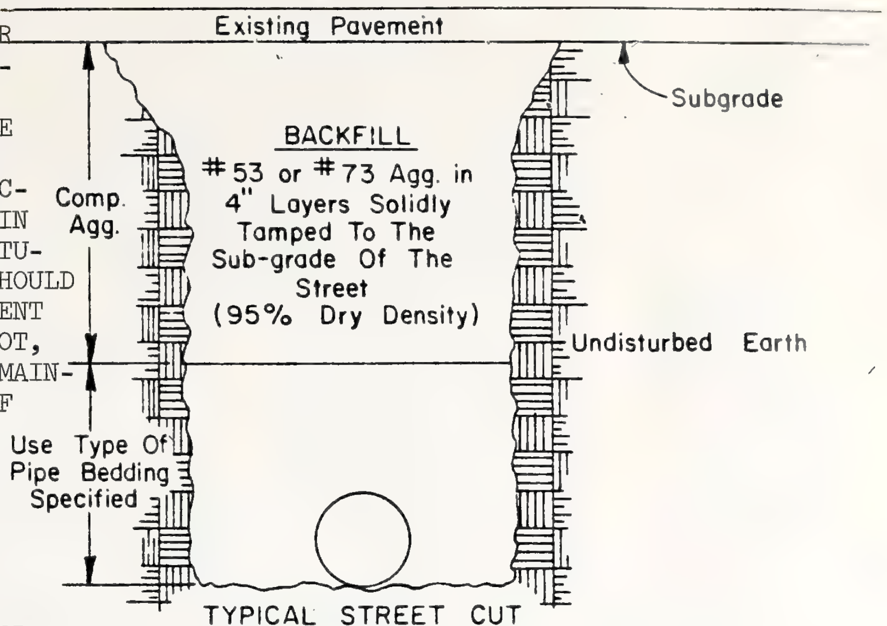
RESOLUTION NO. 71-189-4

ADDENDUM TO "PAVEMENT CUTS FOR UTILITY REPAIRS"

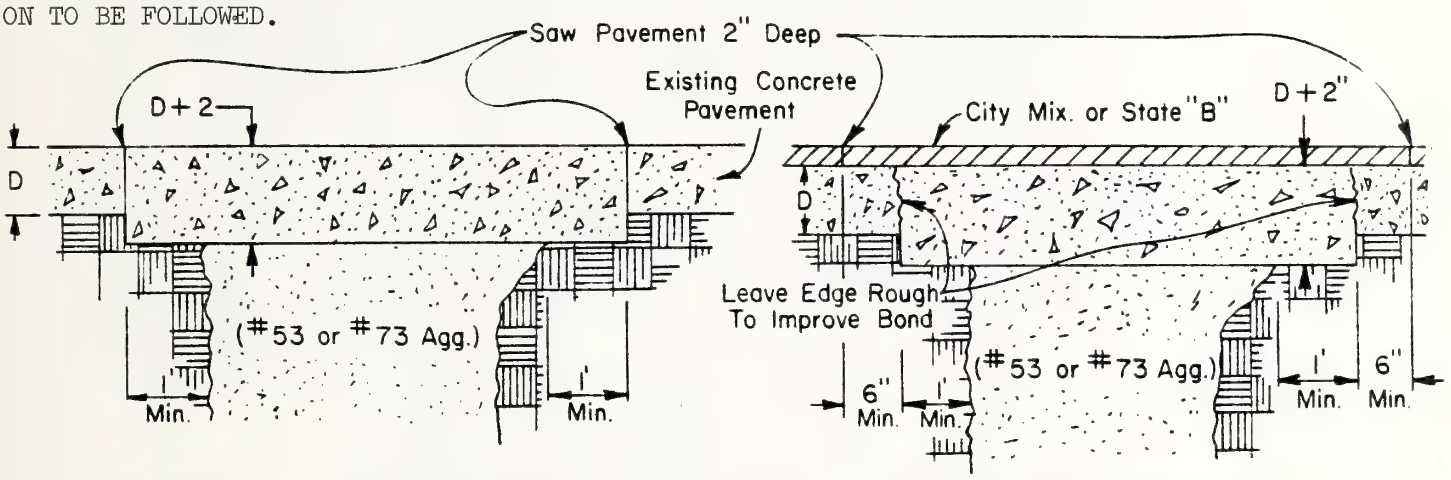
OPENING SHALL BE NO LARGER THAN NECESSARY TO MAKE REQUIRED REPAIR. CONCRETE PAVEMENT & ASPHALT SURFACE SHALL IN ALL CASES BE REPLACED TO NEAREST CONSTRUCTION JOINT IF CUT IS WITHIN 5 FT. HORIZONTAL OR LONGITUDINAL OF JOINT. CAUTION SHOULD BE EXERCISED IN ALL PAVEMENT CUT AREAS, EMERGENCY OR NOT, TO PRESERVE APPEARANCE & MAINTAIN STRENGTH & QUALITY OF PAVEMENT AREA.

N O T E

VARYING CIRCUMSTANCES --- STREET ENGR. WILL HAVE JURISDICTION AS TO AREA INVOLVED & METHOD OF RESTORATION TO BE FOLLOWED.

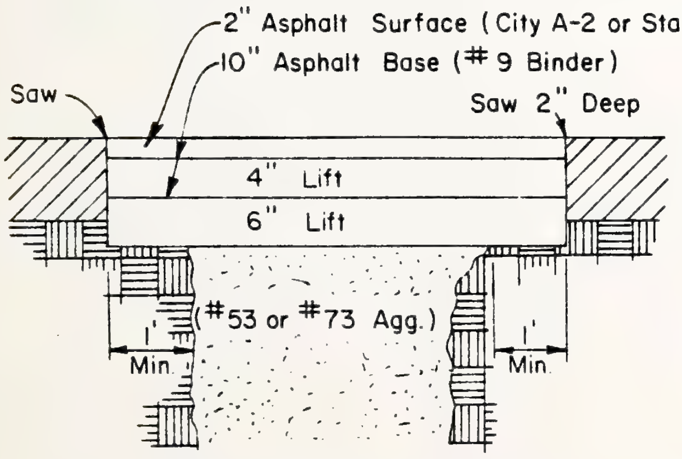

Existing Pavement
Subgrade
BACKFILL
#53 or #73 Agg. in 4" Layers Solidly Tamped To The Sub-grade Of The Street (95% Dry Density)
Comp. Agg.
Undisturbed Earth
Use Type Of Pipe Bedding Specified

TYPICAL STREET CUT

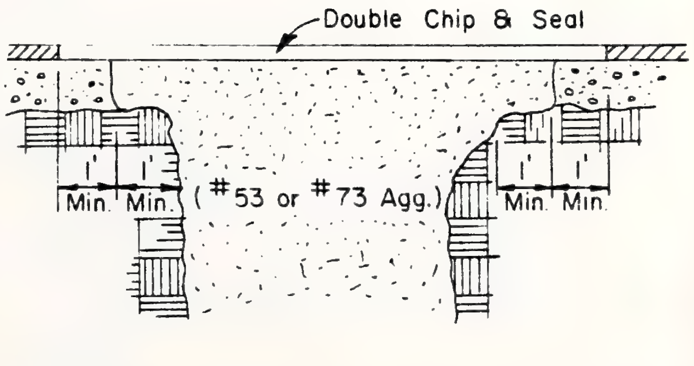

Saw Pavement 2" Deep
D+2
D
Existing Concrete Pavement
(#53 or #73 Agg.)
1' Min.
1' Min.
City Mix. or State "B"
D+2"
D
Leave Edge Rough To Improve Bond
(#53 or #73 Agg.)
6" Min.
1' Min.
1' Min.
6" Min.

CONCRETE PAVEMENT REPAIR

ASPHALT OVER CONCRETE PAVEMENT REPAIR


2" Asphalt Surface (City A-2 or State "B")
10" Asphalt Base (#9 Binder)
Saw
Saw 2" Deep
4" Lift
6" Lift
(#53 or #73 Agg.)
1' Min.
1' Min.

ASPHALT PAVEMENT REPAIR


Double Chip & Seal
1' Min.
1' Min.
(#53 or #73 Agg.)
1' Min.
1' Min.

CHIP & SEAL OR OIL MAT PAVEMENT REPAIR

REVISIONS

1.	G.L.B.						
11-12-76							

G.L.B

S.E. - 19

Attested:

Sandra E Kennedy
Clerk

71-189-4 H.1. 42
2/10/82

RESOLUTION NO. 71-189-4

Be it hereby Resolved by the Board of Public Works of the City of Fort Wayne, Indiana; that it is deemed necessary to establish rates for service rendered by the street light maintenance division of City Light & Power.

The rate herein established contains all charges for equipment and labor and is comparable with other City Utility departments.

Service Description	City Utilities Civil City	Outside Agencies
Earth Saw & Operator	$ 40.00/hr.	$ 51.00/hr.
Service Electrician	$ 19.25/hr.	$ 31.00/hr.
Service Electrician and Helper	$ 31.50/hr.	$ 50.00/hr.

Also established by this resolve is the policy permitting only personnel within the aforementioned utility division or their authorized representative, established by competitive bid, to perform work on any existing lighting owned by the said utility.

These rates and policies shall be in full force and effect from this date forward and shall be subject to annual review and revision each calendar year.

Adopted this 10 th day of February, 1982.

Chairman

Robert Anderson

Member

Betty R Collins

Member

Attested:

Sandra E Kennedy

Clerk

[illegible]

RESOLUTION NO. 71-185-13
ADOPTION OF TAP-IN FEES AND PAYMENT THEREOF FOR SANITARY SEWER RESOLUTION NO. 353-81

WHEREAS, the Board of Public Works approved and adopted on October 14, 1981 Sanitary Sewer Resolution No. 353-81, and

WHEREAS, the above mentioned Sanitary Sewer Resolution provided for the Board of Public Works to establish a tap-in fee for each directly benefited property owner not to exceed Thirty-five Hundred dollars ($3,500) and,

WHEREAS, the Board of Public Works has placed under contract the above mentioned Sanitary Sewer Resolution which is now substantially complete and thus permitting the Board of Public Works to firmly establish a fair and equitable tap-in fee for each directly benefited property owner,

NOW, THEREFORE, in consideration of the foregoing statements, the Board of Public Works does hereby establish the following tap-in fee and payment thereof:

1. For those directly benefited properties which have had a building sewer constructed to their property line, their tap-in fee (not including the standard sewer permit fee) shall be Twenty-Five Hundred dollars ($2,500).
2. For those benefited properties which have not had a building sewer constructed to their property line, their tap-in fee shall be either the applicable area connection fee adopted by the Board of Public Works or subject to any area connection fee which is determfined by the Board of Public Works to be appropriate.
3. The tap-in fee as herein established of Twenty-Five Hundred dollars ($2,500) shall be paid to City Utilities by either one of the following two methods:
    a. By a total cash payment to City Utilities,

b. By the execution of a mortgage agreement by the property owner(s) wherein they agree to amortize in monthly payments this tap-in fee with interest at 12% on the unpaid balance less $500.00, commencing upon receipt of the first monthly sewage bill from City Utilities. This monthly payment is hereby established to be Thirty Dollars ($30.00): a balloon payment will be required in the approximate amount of $500.00 at the end of the mortgage.

Adopted this 3rd day of February, 1982.

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

Memorandum

To BOARD OF PUBLIC WORKS Date JANUARY 25, 1982

From C. DUANE EMBURY, P.E., CHIEF WPC ENGINEER

Subject IDLEWOOD DRIVE SANITARY SEWER RES. 353-1981

COPIES TO:

Boller
Dammeier
Colestock
Duane E.

Subject project is substantially complete with the exception of restoration. Total project costs, including $1000.00 per connection due Res. 62-381-44, is estimated to be $30,000 or $2,500± for each of the 12 connections.

It is our understanding that the Board is prepared to establish the connection fees due Sanitary Sewer Res. 353-81, so the tap-in cost will be $2500.00. With this understanding, we recommend that the Board approve the attached Resolution establishing this $2,500.00 connection fee. This Resolution will allow the execution of mortgate and promissory note establishing $30.00 per month payments with a $500.00 balloon payment at the end of the mortgage term. This will allow the Permit Department to allow emergency connection prior to project finalization estimated now to be in May, 1982.

Yours truly,

C Duane Embury (ap)

C. Duane Embury, P.E.
Chief Water Pollution Control Engineer

CDE/BS/ds

[illegible]

[illegible]
2/3/82

[illegible]-18-1 4.I
1/28/82

Emergency Board Meeting - January 28, 1982 4:30 p.m.
(Meeting taped)

Present: Stephen A. Bailey, Chairman
Roberta Anderson Staten, Member
Betty R. Collins, Member
Sandra E. Kennedy, Clerk
Bruce Boxberger, City Attorney

Mr. Boxberger made opening remarks - "At this time we are studying the Courts opinion - with no further commentary. This is a very complex order and at this time that is where we are and we will be back to the Board at a later date. The only thing the Board needs to do at this time is to make a decision for temporary garbage collection for the city."

Mr. Bailey, Chairman, made the following motion on behalf of the Bd:

WHEREAS, the existing Garbage Contract between the City of Fort Wayne, Indiana, through it's Board of Public Works, has been rendered null and void by order of DeKalb Circuit Court of January 26, 1982;

WHEREAS, the order of such Court allows the City the right to enter into a temporary arrangement for garbage service, with any contractor.

WHEREAS, an emergency exists in that the collection of refuse is needed for the citizens of Fort Wayne, Indiana;

WHEREAS, National Serv-All, Inc., is presently engaged in the business of collecting refuse for the City of Fort Wayne;

WHEREAS, National Serv-All, Inc., has agreed to provide temporary refuse pick up, on a temporary basis, in the same fashion and for same price as previously agreed to between the City and National Serv-All, Inc.,

NOW, THEREFORE, IT IS RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that a temporary agreement between the City of Fort Wayne, Indiana, and National Serv-All for the temporary collection of refuse in the same fashion and for the same price as in the previous garbage contract is hereby approved until further determination by the Board of Public Works and pending a complete review of the Court Order.

That the agreement between the City and National Serv-All, Inc., for such temporary service is a new agreement made after the Court's decision of January 26, 1982, however, the terms and conditions of pick up and payments shall be identical to those previously contained in the previous garbage contract.

Motion was seconded by Betty R. Collins and passed by the Board.

Meeting adjourned at 4:50 p.m.

Form 1029

71-172-14 H.I.
1/20/82

Improvement Resolution

FOR STREET ~~OR ALLEY~~

No. 5926 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve West Jefferson, Main Street, and Illinois Road Intersection. The improvement will consist of traffic channelization on West Jefferson and Main St., and widening and resurfacing of entire intersection.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne from Local Road & Street Account.

Adopted this 20th day of January, 1982.

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Robert Anderson
Barry R. Collins

CALHOUN PRESS

46

orig to Controller

71-172-10 H.I.
1/20/82

AGREEMENT

THIS AGREEMENT, made this 4th day of January, 1982, by and between THE CITY OF FORT WAYNE, INDIANA ("the City"), and by FORT WAYNE PUBLIC TRANSPORTATION CORPORATION ("PTC");

WITNESSETH:

WHEREAS, the PTC owns a 1979 International Harvester Truck, Model S-2600, which is suitable for dispensing salt on streets; and

WHEREAS, the City is anxious to obtain the use of said dump truck for dispensing salt on streets; and

WHEREAS, the City has a four-wheel drive vehicle with a snow blade, which vehicle has been examined by the PTC, and which is acceptable to the PTC for its purposes.

NOW, THEREFORE, in consideration of the premises and of the promises hereinafter stated, it is agreed by and between the parties as follows:

1. The City will be permitted to use the aforesaid International Harvester Dump Truck during the 1981-1982 winter season. The City will be responsible for the storage of said dump truck during said 1981-1982 winter season. The City will be responsible for any damages to said vehicle. The City will also be responsible for all operating costs of said dump truck for said season. Further, the City will carry liability insurance which will protect the PTC from any claims, losses, actions or liability arising from the City's use and/or possession of said dump truck during said winter season, and which will also provide collision coverage for said vehicle.

2. The PTC will be permitted the use of the aforesaid four-wheel drive vehicle with snow blades during the winter season. The PTC will be responsible for the storage and maintenance of said four-wheel drive vehicle, and the PTC will be responsible for the cost of operation. The PTC will carry liability insurance which will protect the City against any claims, loses, actions or liability arising from the PTC's use and/or possession of said four-wheel drive vehicle during said winter season, and which will

also provide collision coverage for said vehicle.

3. Because the aforesaid dump truck is the only vehicle owned by the PTC which is capable of dispensing salt, the City will place salt on and about the PTC premises on such days as the weather shall require the same during said winter season.

4. The PTC will perform all maintenance and make all repairs reasonably necessary to keep the aforesaid dump truck in the same operating condition it was in when turned over to the City. The PTC will invoice the City for its cost of labor and parts used in such maintenance and repairs, and the City will pay the same within its normal payment rate.

CITY OF FORT WAYNE, INDIANA
By Its Board of Works

BY: ____________________
Its Chairman

Robert Anderson
Member

Betty R. Collins
Member

JAN 20 1982

FORT WAYNE PUBLIC TRANSPORTATION
CORPORATION

BY: ____________________
John M. Stein
Its Interim General Manager

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Memorandum

-12-

To Board of Works Date 1/15/82

From Frank W. Heyman

Subject PTC Contract

COPIES TO:

Carl O'Neal

Attached find a contract between the City and the Public Transporation Corporation (PTC). The purpose of this contract is to "trade" one large snowplowing vehicle from PTC to the City and one smaller four wheel drive vehicle from the City to PTC for the winter of 1981-82. The vehicles have already been traded.

All of the agreements relative to insurance and maintenance have been fully discussed between Carl O'Neal, myself and David Keller representing PTC. Therefore, it seems, this agreement is fully acceptable.

After the Board has signed this please return the signed copy to me and I will forward it to Keller as agent for PTC.

If you have any questions please see me.

BOARD OF PUBLIC WORKS
JAN 15 1982

71-172-10
1/20/82

~~70-56-3 H.I.~~

~~11/20/80~~

71-161-1 H.I.
1/7/82

DALE DRIVE

MAIN SEWER IMPROVEMENT RESOLUTION

NO. 882-1980

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered. Across a portion of the Southwest Quarter of Section 27, Township 30 North, Range 12 East: Bounded on the West by the East right-of-way line of Bluffton Road: Bounded on the North by a line 200 feet South of the South right-of-way line of Rehm Drive: Bounded on the East by the West right-of-way line of Koester Drive: Bounded on the South by a line 280 feet South of the South right-of-way line of Dale Drive:

> Commencing at a point 18± feet North of the centerline on Rehm Drive and 9± feet East of the centerline of Bluffton Road; thence Southerly a distance of 460± feet in and along the right-of-way of Bluffton Road to a point 7± feet West of the East right-of-way line of Bluffton Road and 13± feet South of the North right-of-way of Dale Drive; thence Easterly a distance of 371 feet along a line parallel to the centerline of Dale Drive to a point located 44± feet East of the Southwest corner of Lot 68 in Elzey's 4th Addition.
>
> LATERAL #1.
>
> Commencing at the proposed sewer along Dale Drive; thence Northerly 5± feet West of and parallel to the East property line of Lot 82 of Elzey's 4th Addition a distance of 175± feet terminating at a proposed structure located 190± feet North of the centerline of Dale Drive and 560± feet East of the centerline of Bluffton Road.
>
> LATERAL #2.
>
> Commencing at the proposed sewer along Dale Drive; and the West property line of Lot 78 of Elzey's 4th Addition 780± feet East of the centerline of Bluffton Road; thence southerly a distance of 315± feet terminating at an existing structure located 775± feet East of the centerline of Bluffton Road and 295± feet South of the centerline of Dale Drive.

LATERAL #3.

Commencing at the proposed sewer along Dale Drive 955+ feet East of the centerline on Bluffton Road; thence southerly a distance of 330+ feet terminating at a proposed structure 985+ feet East of the centerline of Bluffton Road and 310+ feet South of the centerline of Dale Drive.

Said sewer shall be 24, 18, 15 and 12 inches in diameter, with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the office of the Department of Public Works of said City and shall be used for storm water purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles, and specifications now on file in the office of the Board of Public Works of said City.

The total cost of said sewer shall be paid by City and the holders of property beneficially affected thereby in proportion to the benefits received, including the property abuttin on the line of said sewer, which lies within the following described territory in the City of Fort Wayne, County of Allen, State of Indiana, To-wit:

All lots and lands commencing at a point located at the Southwest corner of Lot #90 of Elzey's 4th Addition; thence North and along the West property line of said Lot #90 at a distance of 80+ feet; thence, East and along the North property line of said Lot #90 at a distance of 172+ feet; thence, North at a distance of 120+ feet to a point known as the Northwest corner of Lot #87 of said addition; thence, east at a distance of 1200+ feet to a point known as the Northeast corner of Lot #68 of said addition; thence, South at a distanceof 140+ feet to a point known as the Northwest corner of Lot #67 of said addition; thence, East and along the North property line of said Lot #67 at a distance of 140+ feet thence, Southeasterly and along the East property line of said Lot #67 at a distance of 70+ feet; thence, Southeasterly at a distance of 115+ feet; thence, South and along the East property line of Lot #119 of said addition at a distance of 230+ feet to a point known as the Southeast corner of said Lot #119; thence, West at a distance of 1440+ feet to a point known as the Southwest corner of Lot #96 of said addition; thence North at a distance of 215+ feet to a point known as the Southeast corner of Lot #91 of said addition; thence, West and along the South property line of said Lot #91 at a distance of 172+ feet; thence, North and along the West property line of said Lot #91 to a point known as the Northwest point of said Lot #91 at a distance of 60+ feet; thence, North at a distance of 50+ feet to the POINT OF BEGINNING.

EXCEPT ALL PUBLIC STREETS, ROADS AND RIGHTS-OF-WAY.

The City shall commit Fifty (50%) percent of the total cost of the improvement to a maximum of One Hundred Thousand ($100,000) Dollars. The remaining fifty (50%) percent shall be assessed against the Dale Drive property owners whose property abuts along the line of said storm sewer. It is expressly intended and provided that City's contribution will finance areas that said improvement may accept storm water from those collateral drains already constructed or which hereafter may be constructed.

Assessments, if deferred, are to be paid in ten equal annual installments with interest at the rate of nine (9%) percent per annum, and a bond or bonds shall be issued to the contractor in payment of said work, unless the property owner shall pay said assessments before said bond or bonds are issued.

Under no circumstances shall the City of Fort Wayne, be or be held responsible for any sum or sums of money due from said property owner or owners for said work or for the collection of the same or the payment of any bond or bonds, certificate or certificates issued to the contractor in payment for such work, except for such monies as shall have been actually received by the City for the assessments for such improvement.

All proceedings had, and work done in the construction of said Main Storm Sewer with all its appurtenances, manner of assessment of property and issuance of bonds therefore shall be provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provision of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

ADOPTED this 7th day of January, 1982.

BOARD OF PUBLIC WORKS

~~Thomas W. Latchem, Chairman~~
Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Sandra E. Kennedy
Clerk, Board of Public Works

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71-156-10 A.I
12/30/81

NOTICE OF A PUBLIC MEETING
ON
THE MASTER SEWER SYSTEMS FACILITY PLAN
FOR
ARBOR (HARBER) DITCH AREA

The Fort Wayne Board of Public Works hereby gives notice to all citizens of Allen County, Indiana of a public meeting to discuss documentation relative to the Arbor (Harber) Ditch Facility Plan, one area of Fort Wayne's Master Sewer Systems Facility Plans. More specifically, the meeting will deal with alternative methods to deal with existing pollution problems in Fort Wayne's south and southwest area; approximately bounded on the North by Dunkelberg Road, on the South by Yoder Road, on the East by Kinnerk and Thiele Roads, and on the West by Baer Field Airport and Smith Road.

This Facility Plan will contribute to satisfying the waste quality requirements established by the Indiana Stream Pollution Control Board for the Maumee River and St. Mary's River, which are a portion of the Lake Erie Watershed Basin.

The Arbor (Harber) Ditch Area Facility Plan documents are available for public inspection during normal business hours at the following addresses:

Board of Public Works
Room 920, City-County Building
One Main Street
Fort Wayne, IN 46802

Water Pollution Control Engineer
Room 700 City-County Building
One Main Street
Fort Wayne, IN 46802

Public comments will be received on February 22, 1982 at 7:00 P.M. in the Council Chambers, Room 126, located on the 1st floor of the City-County Building, Fort Wayne, Indiana. Written comments addressed to the Fort Wayne Board of Public Works will be accepted and considered until Febuary 15, 1982.

BOARD OF PUBLIC WORKS

____
Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST: Sandra E. Kennedy
Sandra E. Kennedy, Clerk

PUBLISH: January 8 and February 12, 1982

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71-1981-7 H.S.
12/30/81

AGREEMENT RELATIVE TO TEMPORARY ACCESS

THIS AGREEMENT made and entered into by and between the BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana ("City") and CHI-CHI'S, INC. ("Owner") this 30 th day of December, 1981.

WHEREAS, Owner is the fee simple owner of the following described real estate ("Real Estate") located in Allen County, Indiana, to-wit:

> Part of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:
>
> Beginning at a point on the South right of way line of Washington Center Road, said point being 45 feet South and 400 feet West of the Northeast corner of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana; thence South and parallel to the East line of the NE¼ of Sec. 23-31-12 a distance of 579.0 feet; thence West with a deflection angle to the right of 90 degr. 19 min. 40 sec. and parallel to the North line of the NE¼ of Sec. 23-31-12 a distance of 301.97 feet; thence North with a deflection angle to the right of 89 degr. 56 min. 00 sec. a distance of 579.0 feet to a point on the South right of way line of Washington Center Road, said point being 45 feet South of the North line of NE¼ of Sec. 23-31-12; thence East with a deflection angle to the right of 90 degr. 08 min. 00 sec. and parallel to the North line of the NE¼ of Sec. 23-31-12 a distance of 300.0 feet to the point of beginning, containing 4.0 acres,

which Owner desires to improve by constructing a building and other improvements thereon for occupancy as a "Chi-Chi's Restaurant", and

WHEREAS, Owner in connection with such development, is desirous of securing from City permits for permanent and temporary access to service said restaurant; and

WHEREAS, City will approve of said temporary access, but only upon the terms and conditions herein set forth, and

WHEREAS, the terms and conditions herein set forth shall be considered to be and are intended to be restrictive covenants binding upon the present and future owners of Real Estate and enforceable by City as covenants running with the land.

NOW, THEREFORE, the agreement witnesseth:

1. Temporary access is herewith approved by City at the location shown on Exhibit "A" attached hereto.

2. The temporary access shall not be constructed nor utilized unless and until a permanent frontage road and access thereto have been approved by City, including the westbound left turn lane on Washington Center Road.

3. The design geometrics of the permanent and temporary access shall be those as are determined by the Street Engineering Department of City.

4. The temporary access to be located approximately 200 feet east of the frontage road intersection on Washington Center Road and as shown on Exhibit "A" attached shall be abandoned and removed immediately upon the occurrence of any of the following events:

A. If any development occurs on the east 300 feet of the real estate owned by Martin Rodenbeck and Marie Rodenbeck following their conveyance of the Real Estate to Owner.

B. Elapse of two (2) years following the issuance of a certificate of occupancy for all or any portion of the improvements erected or to be erected on Real Estate.

C. Any other City approved access becomes available or is obtained other than those herein approved.

D. Breach by Owner of any of the terms herein set forth or any attempt by Owner to contest the validity of this agreement or the imposition of any terms hereunder or City's attempt to enforce same.

5. Owner shall cause the temporary access to be properly posted with uniform traffic signs as determined by the Traffic Engineering Department of City to allow an eastbound "right in only" movement of traffic thereon. Said traffic signs shall be installed so as to prevent vehicles exiting the temporary access from the Real Estate onto Washington Center Road. The cost of said signs and installation thereof will be Owner.

6. Owner for itself and all future owners or occupants of the Real Estate does herewith waive any right it or they may now have or hereafter acquire to litigate any matter concerning the imposition of the terms and conditions herein contained, the enforcement thereof or any conditions imposed in connection with the issuance of an improvement location permit by City dealing with the temporary access herein described.

7. This agreement shall be recorded at Owner's sole expense.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first noted.

"OWNER"

CHI-CHI'S, INC.

BY: Shelly Frank

"CITY"

BOARD OF PUBLIC WORKS

BY: Betty R. Collins

BY: Robert D. Anderson

Approved as to form and legality:

Associate City Attorney

STATE OF ~~INDIANA~~ Kentucky)
) SS:
COUNTY OF ~~ALLEN~~ Jefferson)

Before me the undersigned notary public personally appeared Shelly Frank on behalf of Chi-Chi's, Inc., and acknowledged the execution of the foregoing

agreement.

Notary Public

My Commission Expires:
Nov. 30, 1983
Resident of ~~All~~en County
Steuben

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned notary public personally appeared Betty R. Collins and Roberta Anderson-Staton, members of the Board of Public Works of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing agreement for and on behalf of the City of Fort Wayne, Indiana.

Anne J. Ford
Notary Public

My Commission Expires:
3-6-84
Resident of Allen County

CERTIFICATE OF SURVEY

OFFICE OF:

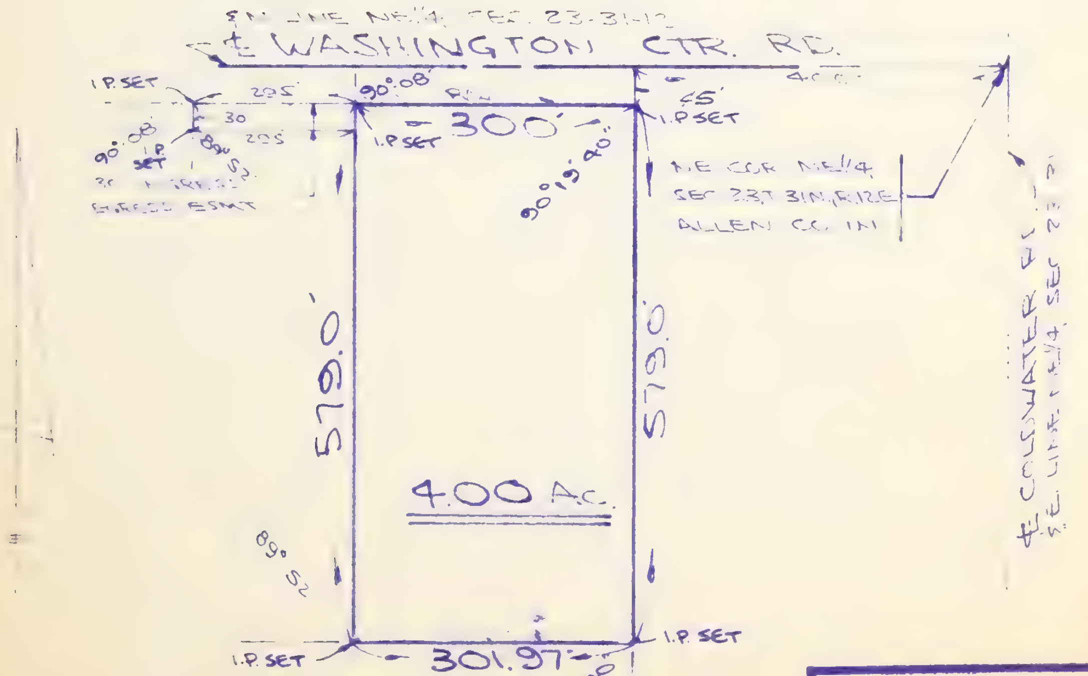
JOHN R. DONOVAN
REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA
REGISTERED LAND SURVEYOR No. 9921 INDIANA
FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, ALLEN County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit: Part of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the South right of way line of Washington Center Road, said point being 45 feet South and 400 feet West of the Northeast corner of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana; thence South and parallel to the East line of the NE¼ of Sec. 23-31-12 a distance of 579.0 feet; thence West with a deflection angle to the right of 90 degr. 19 min. 40 sec. and parallel to the North line of the NE¼ of Sec. 23-31-12 a distance of 301.97 feet; thence North with a deflection angle to the right of 89 degr. 56 min. 00 sec. a distance of 579.0 feet to a point on the South right of way line of Washington Center Road, said point being 45 feet South of the North line of the NE¼ of Sec. 23-31-12; thence East with a deflection angle to the right of 90 degr. 08 min. 00 sec. and parallel to the North line of the NE¼ of Sec. 23-31-12 a distance of 300.0 feet to the point of beginning, containing 4.0 acres.


℄ N. LINE NE¼ SEC. 23-31-12
℄ WASHINGTON CTR. RD.
400'
I.P. SET
235'
90°08'
R/W
45'
I.P. SET
30
235
90°08'
I.P. SET
89°52'
30' ... GRESS ESMT
I.P. SET
300'
90°19'40"
N.E. COR. NE¼ SEC. 23, T 31N, R 12E ALLEN CO. IN
579.0'
579.0'
4.00 Ac.
89°52'
℄ COLDWATER RD. ℄ E. LINE NE¼ SEC. 23
I.P. SET
301.97'
I.P. SET
90°19'40"

NOTE: According to the FIA Flood Hazard Boundary Maps, the above described real estate is not located in a flood hazard area.

JOB FOR: ZACHER
Chi-Chi's

EXHIBIT A

REV. 8-28-81
Rev. 8-28-81
REV 9-9-81
REV 12-17-81

JOHN R. DONOVAN

CERTIFICATE OF SURVEY

OFFICE OF:

JOHN R. DONOVAN
REGISTERED PROFESSIONAL CIVIL ENGINEER No. 9173 INDIANA
REGISTERED LAND SURVEYOR No. 9921 INDIANA
FORT WAYNE, INDIANA

The undersigned Civil Engineer and Land Surveyor hereby certifies that he has made a resurvey of the real estate shown and described below.

Measurements were made and corners perpetuated as shown hereon, in accordance with the true and established lines of the property described, and in conformity with the records in the office of the County Recorder, ALLEN County, Indiana. No encroachments existed, except as noted below.

The description of the real estate is as follows, to wit:

A Thirty (30) foot ingress and egress easement more particularly described as follows:

Part of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the South right of way line of Washington Center Road, said point being 45 feet South and 700.0 feet West of the Northeast corner of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana; thence West along the South right of way line of Washington Center Road and parallel to the North line of the NE¼ of Sec. 23-31-12 a distance of 295.0 feet; thence South with a deflection angle to the left of 90 degr. 08 min. 00 sec. a distance of 30 feet; thence East with a deflection angle to the left of 89 degr. 56 min. 00 sec. and parallel to the North line of the NE¼ of Sec. 23-31-12 a distance of 295.0 feet; thence North with a deflection angle to the left of 90 degr. 08 min. 00 sec. a distance of 30 feet to the point of beginning, containing 0.203 acres.

INGRESS AND EGRESS EASEMENT

JOB FOR: TASCHER
Chi-Chi's

9 9 81
REV 12-17-81

John R. Donovan
JOHN R. DONOVAN

71-154.21 H.I.
12/23/81

THE CITY OF FORT WAYNE
CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
board of public works

Subject: AGREEMENT FOR WATER POLLUTION CONTROL CONSULTING SERVICES

Dear Carl W. Wagner:

Please accept this as our Agreement with you to perform certain specific consulting services as an Operator & Maintenance Person with City Utilities of the City of Fort Wayne from January 1 to June 1, 1982.

It is to be understood that City Utilities will be billed bi-weekly for your consulting services rendered at $13.00 per hour. These consulting services shall be performed during the periods designated by our Water Pollution Control Plant Superintendent, Mr. Neil Wisler, who will be your supervisor.

If you find this agreement acceptable, please acknowledge in the space provided below and return directly to Mr. Neil Wisler's office at the Water Pollution Control Plant, 2601 Dwenger Avenue.

BOARD OF PUBLIC WORKS

Roberta Anderson Staten, Member
Betty R. Collins, Member

Accepted this 23 day of December, 1981

Carl Wagner
Consultant

Approved this day of December, 1981

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

51 Copy filed in folder

71-154-18 H.I.

AGREEMENT

S-08-82 12/23/81

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 23rd day of December, 1981, by and between NORTHWEST WASHINGTON GROUP, 132 Lincoln Highway West, New Haven, Ind., hereinafter referred to as the "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, by its Board of Public Works and Mayor, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer is developing approximately 3.26 acres of land for commercial use commonly referred to as Signature Inn, and

WHEREAS, the Developer is desirous of extending City sanitary sewers to serve said Development, and

WHEREAS, the Developer has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve Signature Inn and allow for other property owners to connect to said sewer, and

WHEREAS, said plans have been reviewed and approved by the City and designed to allow for service to other adjoining property owners, and

WHEREAS, the Developer has obtained bids on said project and that the City and Developer are now ready to construct the sanitary sewer commonly known as "Washington Center Road/Signature Inn Sanitary Sewer" hereinafter referred to as "Sewer" and as described as follows:

> Beginning at a proposed manhole located on the existing Spy Run Interceptor on the north side of Washington Center Road and on the southwest corner of Lot Numbered 9 in Washington Acres; thence easterly along the north side of Washington Center Road, a distance of 2,025± lineal feet terminating at a proposed manhole located at the southwest corner of a .97±-acre tract now or formerly owned by Lassus.

Said sewer shall be eight (8) and ten (10) inches in diameter.

Said sewer shall be constructed in accordance with the plans, specifications and profiles as prepared by Bonar & Associates, Inc. and approved by the Water Pollution Control Engineering Department, and on file at this time in the Office of the Board of Public Works. Said project, is commonly known as Signature Inn Sanitary Sewer. Said plans, specifications and profiles are, by reference, incorporated herein and made a part hereof.

WHEREAS, the cost of the Signature Inn Sanitary Sewer is represented to be $39,019.70 which is composed of $32,739.70 construction cost, $3,300.00 engineering, $2,480.00 easement costs, and $500.00 agreement preparation and legal costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Construction of Sewer

The Developer shall cause said Sewer to be constructed and located in

H.I
1/81

accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Developer may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. Cost of Construction

The Developer agrees to pay the entire cost and expense of construction of said Sewer and to hold the City harmless from any liability for claims connected therewith.

3. Area of Developer

Said Sewer will serve the area of the Developer which consists of approximately 3.26 acres being parts of Lots Numbered 4, 5, and 6 in Kahn's Subdivision Addition located at the northwest corner of Washington Center Road and Highway #3 (Lima Road), described in detail in Exhibit "A" and shown on Exhibit "B", which are attached hereto and made a part hereof.

4. Local Connection Fees

Said Sewer, when constructed, will serve and benefit additional or excess area, identified as "Local Area Benefitting" on attached Exhibit "B". A breakdown of the sewer cost and allocation is set forth in Exhibit "C". In the event any present or future owner of the designated Local Area Benefitting as shown on Exhibits "B" and "C" shall at any time within fifteen (15) years after the date of this contract connect to said sewer, whether by direct tap or connection to a lateral or extension thereof, he shall pay to the City of Fort Wayne a Local Connection Fee of $.09382 per square foot of said present or future owner's property served by said sewer. All connection fees collected by City shall be paid by City to Developer within sixty (60) days after collection.

5. Area Connection Fees

In addition to the above described "Local Connection Fees", all future users of said sewer, whether by direct tap or connection to a lateral or extension

thereof, shall pay to the City of Fort Wayne the Spy Run Interceptor Area Connection Fee of $300.00 per acre as set forth in Resolution No. 51-298-5 adopted by the Board of Public Works of the City of Fort Wayne on 3/14/68. The amounts so collected shall be retained by the City for expansions and improvements as set forth in the aforedescribed Resolution and deposited with the Fort Wayne Water Pollution Control Utility. The Local and Area Connection Fees will be due as the areas are platted, developed or connected to said Sewer.

6. Limitation on Use

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. Councilmanic Approval

It is understood and agreed that this Contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within the period of ninety (90) days after execution thereof, this Contract shall be null and void and of no further force and effect.

8. Waiver of Right to Remonstrate Against Annexation

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this Contract, said Developer, for himself, his successors and assigns, agrees by this Contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized Ordinance, the said real estate noted in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real

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estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns, by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this Contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:
NORTHWEST WASHINGTON GROUP

By

By Virgil Brockmann

CITY OF FORT WAYNE

By
Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

By
Robert Anderson Stat
Betty R Collins

ATTEST:
Sandra E Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:
Richard
Associate City Attorney
ASSOCIATE CITY ATTORNEY

This Instrument prepared by Bonar & Associates, Inc.

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STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared NORTHWEST WASHINGTON GROUP, by Louis Delagrange and Virgil Brockmann, Partners, , who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 24th day of November, 1981.

Rita A. Stier
Rita A. Stier, Notary Public
A Resident of Allen County, IN

My Commission Expires:

6-17-85

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Winfield Moses, Jr., Mayor; ~~Thomas E Latchem,~~ Chairman of the Board of Public Works; Betty Collins and Roberta Anderson-Staten, members of the Board of Public Works; and , Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of December, 1981.

Anne J. Fox
ANNE J. FOX, Notary Public
A Resident of Allen County, IN

My Commission Expires:
3-6-84

52

LEGAL DESCRIPTION

EXHIBIT "A"

SIGNATURE INN

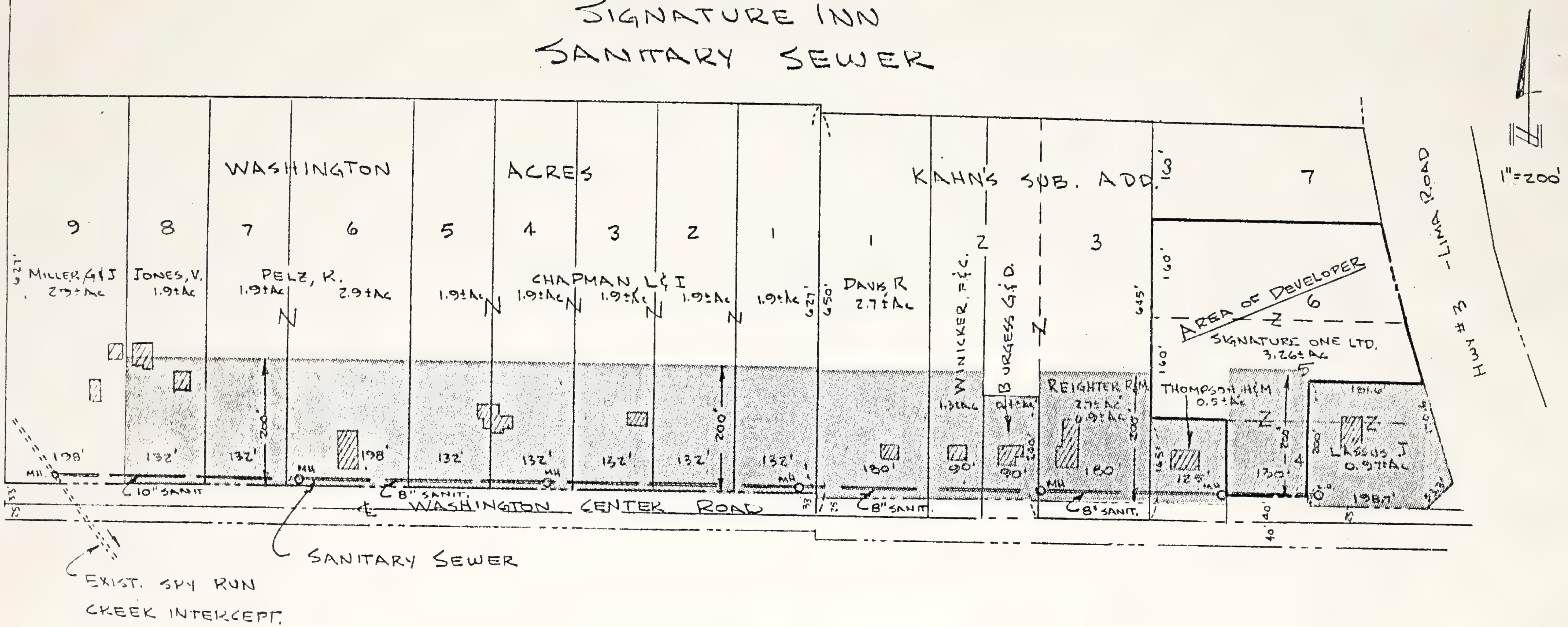
Part of Lots Numbered 4 and 5 and all of Lot Numbered 6, except that part taken for right-of-way purposes for Indiana State Highway #3, in Kahn's Suburban Addition to the City of Fort Wayne, Indiana (Plat Book 16, Page 168), lying in the Southeast Quarter of Section 15, Township 31 North, Range 12 East, more particularly described as follows, to-wit:

Beginning at the southwest corner of said Lot Numbered 5; thence North 02 degrees, 33 minutes West (North 02 degrees, 36 minutes West - Deed), on and along the west lines of said Lots Numbered 5 and 6, a distance of 318.91 feet (319.1 feet - Deed) to the northwest corner of said Lot Numbered 6; thence North 88 degrees, 35 minutes East (North 88 degrees, 40 minutes East - Deed), on and along the north line of said Lot Numbered 6, a distance of 388.03 feet (388.1 feet - Deed) to the west right-of-way line of Indiana State Highway #3; thence southeasterly on and along said west right-of-way line, along a regular curve to the left with a radius of 2,939.79 feet, an arc distance of 59.30 feet (59.58 feet - Deed) (the chord of which bears South 13 degrees, 20 minutes East [South 13 degrees, 19 minutes East - Deed] for a length of 59.30 feet [59.58 feet Deed]); thence South 12 degrees, 27 minutes East (South 12 degrees, 26 minutes East - Deed) on and along said right-of-way line 103.29 feet (102.82 feet- Deed); thence southeasterly, continuing on said west right-of-way, along a regular curve to the left with a radius of 2,944.79 feet, an arc distance of 108.28 feet (108.57 feet - Deed) (the chord of which bears South 18 degrees, 27 minutes East [South 16 degrees, 39 minutes East- Deed] for a length of 108.27 feet [108.56 feet-Deed]); thence South 88 degrees, 48 minutes West (South 89 degrees, 17 minutes West-Deed) 185.30 feet (181.6 feet -Deed); thence South 00 degrees, 43 minutes East, 199.94 feet (200.0 feet - Deed) to the north right-of-way line of Washington Center Road; thence South 89 degrees, 07 minutes West (South 89 degrees, 17 minutes West-Deed) 129.92 feet (130.0 feet-Deed) on and along said north right-of-way line; thence North 02 degrees, 37 minutes West (North 02 degrees, 36 minutes West-Deed) 140.48 feet (140.0 feet-Deed) to the north line of said Lot Numbered 4; thence South 89 degrees, 20 minutes West (South 89 degrees, 17 minutes West-Deed) on and along said north line, 124.90 feet (125.0 feet-Deed) to the Point of Beginning, containing 3.269 acres, more or less, and subject to an ingress and egress easement over the 25 feet lying east of and adjacent to the above described 199.94 foot (South 00 degrees, 43 minutes East) side, and subject to an ingress and egress easement over the 25 feet lying west of and adjacent to the above described 199.94 foot (South 00 degrees, 43 minutes East) side, and over the 40 feet (at right angles) lying west of and adjacent to the west right-of-way at Indiana State Highway #3.

EXHIBIT "B"

REIMBURSEMENT AREA

WASHINGTON CENTER ROAD
SIGNATURE INN
SANITARY SEWER


WASHINGTON ACRES
KAHN'S SUB. ADD.
9
8
7
6
5
4
3
2
1
1
2
3
7
MILLER, G&J 2.9±Ac
JONES, V. 1.9±Ac
PELZ, K. 1.9±Ac 2.9±Ac
CHAPMAN, L&I 1.9±Ac 1.9±Ac 1.9±Ac 1.9±Ac 1.9±Ac
DAVIS, R 2.7±Ac
WINICKER, F&C. 1.3±Ac
BURGESS G&D. 0.4±Ac
REIGHTER P/M 2.7±Ac 0.9±Ac
THOMPSON, H&M 0.5±Ac
LASSUS, J 0.97±Ac
AREA OF DEVELOPER
6
SIGNATURE ONE LTD. 3.26±Ac
5
4
Z
N
198'
132'
132'
198'
132'
132'
132'
132'
132'
180'
90'
90'
180'
125'
130'
198.7'
200'
200'
627'
650'
627'
645'
160'
160'
181.6'
MH
10" SANIT.
8" SANIT.
8" SANIT.
8' SANIT.
℄ WASHINGTON CENTER ROAD
HWY # 3 -LIMA ROAD
1"=200'
SANITARY SEWER
EXIST. SPY RUN CREEK INTERCEPT.

LEGEND

▨ LOCAL AREA BENEFITING (200')

Prepared by:
BONAR & ASSOC. INC
OCTOBER 1981

DP

EXHIBIT "B"

52

SIGNATURE INN SANITARY SEWER EXHIBIT "C"

LOCAL CONNECTION FEES

Construction Costs - Based on Bid from Porter Construction, Inc.

		Quantity	Unit Price	Extension
1.	10" E.S. Clay, C-700 w/Bedding	380± L.F.	$ 11.50	$ 4,370.00
2.	10" D.I. Pipe, CL 50 w/Bedding	20± L.F.	18.50	370.00
3.	8" E.S. Clay, C-700 w/Bedding	1625± L.F.	9.50	15,437.50
4.	8" Vitr. Clay Vertical Drop Pipe	5.3± V.F.	12.68	61.20
5.	60" Dia. Manhole w/Casting	1± EA	1,442.50	1,442.50
6.	48" Dia. Manhole w/Casting	6± EA	950.00	5,700.00
7.	8" Tap with Plug	11± EA	40.00	440.00
8.	#73 or #53 Backfill	225± C.Y.	8.50	1,912.50
9.	D.I. to clay adaptors; permits; maintenance of traffic; restoration; clearing & tree removal; city inspection; fence removal & replacement; proposed fill; and all incidentals to complete the work, in accordance with plans & specifications and terms of contract	1 Lump Sum		3,000.00
			Total Bid	$32,739.70

Local Sewer Cost

Construction Cost	$32,739.70
Engineering Cost	3,300.00
Easement Cost	2,480.00
Agreement Fees	500.00
Total Local Sewer Cost	$39,019.70

Local Area Benefitting

415,900 square feet

Cost per Square Foot $\frac{\$39,019.70}{415,900\text{S.F.}} = \$.09382$

Owner	Legal Description	Size	Assessment $.09382/S.F.
Jones, V.	Lot 8 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
Pelz, R.	Lot 7 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
Pelz, R.	Lot 6 - Washington Acres	198'x200' = 39,600 s.f.	$3,715.27
Chapman, L&I	Lot 5 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
	Lot 4 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
	Lot 3 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
	Lot 2 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
	Lot 1 - Washington Acres	132'x200' = 26,400 s.f.	$2,476.85
Davis, R.	Lot 1 - Kahn's Sub. Add.	180'x200' = 36,000 s.f.	$3,377.52
Winicker,F&C	Lot 2, West½, Kahn's Sub. Add.	90'x200' = 18,000 s.f.	$1,688.76
Burgess,G&D	Lot 2, East½, S 200' Kahn's Sub. Add.	90'x175' = 15,750 s.f.	$1,477.66
Reighter, R&M	Lot 3 - Kahn's Sub. Add.	180'x200' = 36,000 s.f.	$3,377.52
Thompson, H&M	Lot 4, West 125', Kahn's Sub. Add.	125'x140' = 17,500 s.f.	$1,641.85
Signature One	Lot 4, East 130', Kahn's Sub. Add.	130'x200' = 26,000 s.f.	$2,439.32
Lassus Bros. Oil Co.	Lot 4, Part of	42,250 s.f.	$3,963.89
	Totals	415,900 s.f.	$39,019.74

In addition to the local sewer share as set forth above, the Spy Run Interceptor area charge and tap permit fees are due at time of connection.

52

71-148-27 H.I
12/16/81

A G R E E M E N T

WHEREAS, the CITY OF FORT WAYNE, INDIANA (Owner) and HENRY B. STEEG & ASSOCIATES, INC. entered into a contract dated April 27, 1971 for certain engineering services, said contract being subsequently assigned to HOWARD NEEDLES TAMMEN & BERGENDOFF, HENRY B. STEEG & ASSOCIATES DIVISION (Engineer); and

WHEREAS, the OWNER desires to have additional services performed not contemplated by the original contract including but not limited to additions and expansion of the wastewater treatment facilities beyond the needs identified in the ENGINEER'S plans and specifications, which were bid in October, 1974; and

WHEREAS, the OWNER and the ENGINEER previously supplemented their contract by adding Supplement 1, Supplement 2, Supplement 3, and Supplement 4.

NOW, THEREFORE, the OWNER and the ENGINEER hereby agree to supplement their contract dated April 27, 1971 as follows:

Supplement 5

A. The ENGINEER shall prepare the necessary drawings and specifications in a form suitable for approval by the State and Federal agencies for Engine/Generator Enclosure System Modifications, which shall accompany Change Order Number 25.

B. Beginning upon written authorization to proceed by the OWNER, the ENGINEER shall perform construction engineering services in conjunction with Change Order Number 25 as provided for in Section A-3 of the contract dated April 27, 1971 for all work designed in the aforegoing paragraph A.

C. The ENGINEER shall prepare the necessary drawings and specifications in a form suitable for approval by the State and Federal agencies for which shall accompany Change Order Number 28.

D. The ENGINEER shall perform construction engineering services in conjunction with Change Order Number 28 as provided for in Section A-3 of the contract dated April 27, 1971 for all work designed in the aforegoing paragraph C.

E. The ENGINEER shall prepare a Cost-Effective Analysis Report for Wastewater Plant Control System.

Supplement 6

For design and report services provided under this Supplement, the ENGINEER shall be paid a lump sum cost. For construction engineering services rendered under this Supplement, the ENGINEER shall be paid a fixed fee and its cost. Cost shall be determined as direct salaries times a Federally audited overhead factor in effect at the time services are performed, which includes fringe benefits, salary related cost and general overhead, plus out-of-pocket expenses and equipment rental.

The estimated total fee of services is as follows:

Supplement	Cost	Fixed Fee	Total
5-A			$ 5,000 (lump sum)
5-B	$ 3,888	$ 583	4,471
5-C			44,600 (lump sum)
5-D	59,878	8,982	68,860
5-E			16,900 (lump sum)

It is estimated that the total cost to the OWNER for the performance of construction engineering services (Supplement 5-B and 5-D), exclusive of the fixed fees, will not exceed the estimated cost as provided above, and the ENGINEER agrees to use its good faith effort to perform said work within such estimated cost. If, at any time as the work progresses, the ENGINEER has reason to believe that the cost will be greater than the estimated cost hereof, the ENGINEER shall notify the OWNER and agencies which have tendered grants in writing to that effect, giving the revised estimate of such cost for said work.

With respect to said construction services (Supplement 5-B and 5-D), for billing purposes, the ENGINEER shall use its projected overhead factor if the actual Federally audited overhead factor has not been determined at the time services are performed. Appropriate adjustments to reflect an increase or decrease in said overhead shall be made upon determination of the actual Federally audited overhead factor.

Also, with respect to said construction services (Supplement 5-B and 5-D), the OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur costs in excess of the estimated cost set forth above, unless and until the OWNER shall have notified the ENGINEER in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost set forth has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

Supplement 7

The effective date of this Supplement shall be the same as the original contract dated April 27, 1971.

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS-ENGINEERS-PLANNERS

By George K.

CITY OF FORT WAYNE, INDIANA

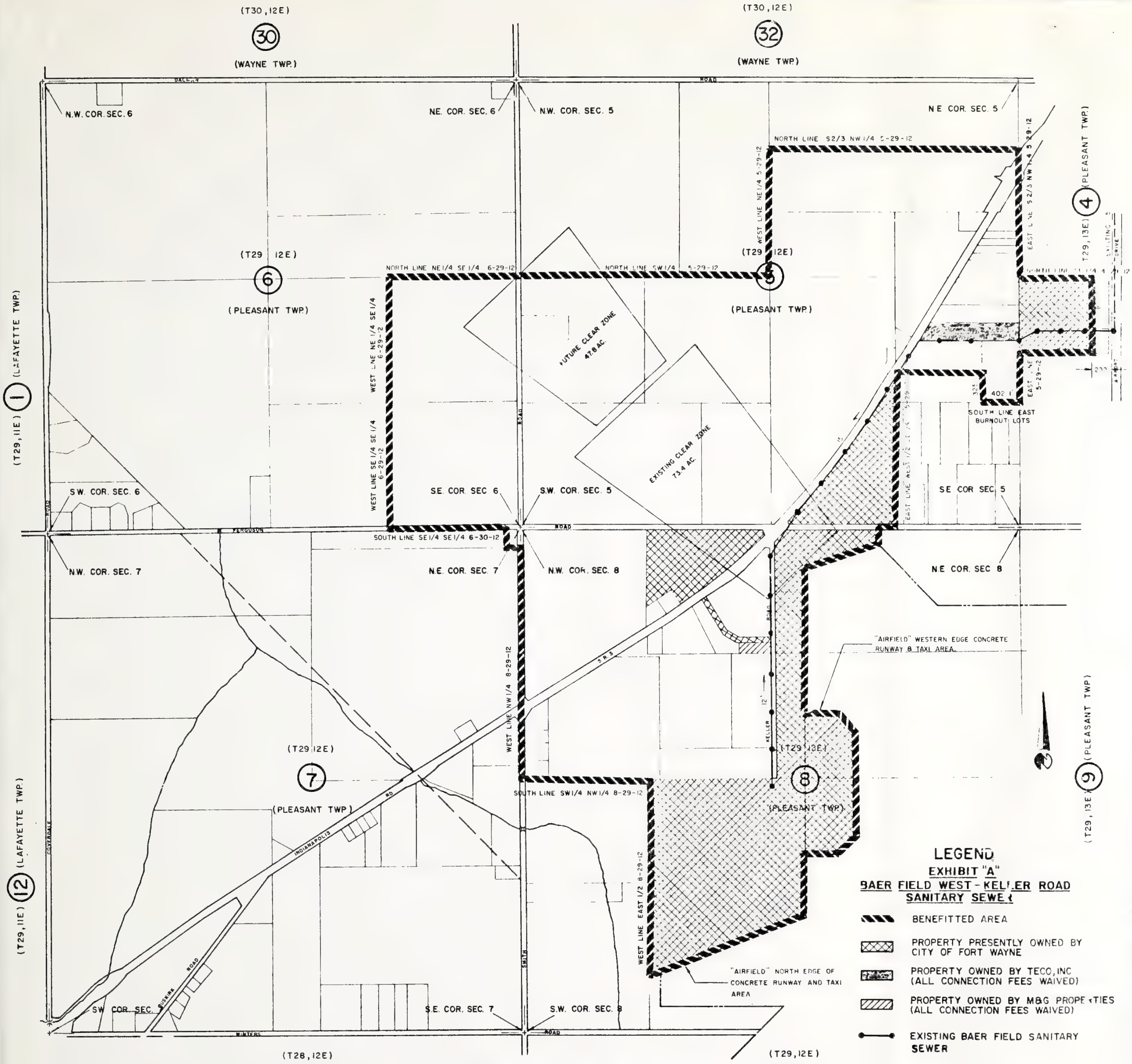
By
Winfield C. Moses, Jr., Mayor

By
Robert A. Anderson
Betty R. Collins
Its Board of Public Works

ATTEST:
Sandra E Kennedy
Clerk

[illegible] 6

17/10/81


(T30, 12E)
30
(WAYNE TWP.)
(T30, 12E)
32
(WAYNE TWP)
N.W. COR. SEC. 6
NE. COR. SEC. 6
N.W. COR. SEC. 5
N.E COR. SEC. 5
NORTH LINE S2/3 NW 1/4 5-29-12
WEST LINE NE 1/4 5-29-12
EAST LINE S2/3 NW 1/4 5-29-12
(T29, 13E) 4 (PLEASANT TWP.)
(T29 12E)
6
(PLEASANT TWP)
NORTH LINE NE 1/4 SE 1/4 6-29-12
NORTH LINE SW 1/4 5-29-12
(T29 12E)
5
(PLEASANT TWP.)
WEST LINE NE 1/4 SE 1/4 6-29-12
FUTURE CLEAR ZONE 47.8 AC.
EXISTING CLEAR ZONE 73.4 AC.
(T29, 11E) 1 (LAFAYETTE TWP.)
WEST LINE SE 1/4 SE 1/4 6-29-12
S.W. COR. SEC. 6
SE. COR SEC 6
S.W. COR. SEC. 5
SE COR SEC 5
SOUTH LINE EAST BURNOUT LOTS
EAST LINE NE 5-29-12
EAST LINE WEST 1/2 SE 1/4 5-29-12
402
FERGUSON ROAD
SOUTH LINE SE 1/4 SE 1/4 6-30-12
N.W. COR. SEC. 7
N.E. COR. SEC. 7
N.W. COR. SEC. 8
N.E COR SEC 8
"AIRFIELD" WESTERN EDGE CONCRETE RUNWAY 8 TAXI AREA
S.R. 3
WEST LINE NW 1/4 8-29-12
KELLER ROAD
12"
(T29 13E)
8
(PLEASANT TWP)
(T29, 13E) 9 (PLEASANT TWP)
(T29 12E)
7
(PLEASANT TWP.)
INDIANAPOLIS RD
SOUTH LINE SW 1/4 NW 1/4 8-29-12
WEST LINE EAST 1/2 8-29-12
(T29, 11E) 12 (LAFAYETTE TWP.)
COVERDALE
BUSKIRK ROAD
SMITH ROAD
"AIRFIELD" NORTH EDGE OF CONCRETE RUNWAY AND TAXI AREA
SW COR. SEC. 7
S.E. COR. SEC. 7
S.W. COR. SEC. 8
WINTERS ROAD
(T28, 12E)
18
(PLEASANT TWP)
(T29, 12E)
19
(PLEASANT TWP.)
LEGEND
EXHIBIT "A"
BAER FIELD WEST - KELLER ROAD SANITARY SEWER
BENEFITTED AREA
PROPERTY PRESENTLY OWNED BY CITY OF FORT WAYNE
PROPERTY OWNED BY TECO, INC (ALL CONNECTION FEES WAIVED)
PROPERTY OWNED BY M&G PROPERTIES (ALL CONNECTION FEES WAIVED)
EXISTING BAER FIELD SANITARY SEWER

DULY ENTERED FOR TAXATION

DEC 23 1981

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

53

71-148-26 A
12/16/81

81- 25201

RESOLUTION NO. 71-148-26

THIS INDENTURE WITNESSETH, THAT: The CITY OF FORT WAYNE, through its Board of Public Works, desires to recoup those monies it has invested into the sanitary sewer interceptors from that area which will receive benefit from its connection; and,

WHEREAS, the Board of Public Worsk and M & G Properties has caused the construction of both the Baer Field West and the Keller Road Sanitary Sewers (Board Order No. 81-80) which are more particularly described as follows:

BAER FIELD WEST SANITARY SEWER

Beginning at an existing manhole located 2200± LF North of and 25± LF West of the intersection of Airport Drive and Ferguson Road; thence meandering Southwesterly 2245± LF to a proposed manhole located 10± LF West of the East Right-of-way line of Indianapolis Road; thence 2555± LF Southwesterly within the Right-of-way of Indianapolis Road to a proposed manhole located 65± LF North of and 95± LF West of the intersection of Indianapolis Road and Ferguson Road; thence Southwesterly 400± LF to a proposed manhole located 135± LF South of the intersection of Keller Road and Indianapolis Road; thence Southerly along Keller Road 800± LF terminating at a proposed manhole located 40± LF South of and 15± LF West of the intersection of Keller Road and West Perimeter Road.

Said Sanitary Sewers shall be 12" and 15" in diameter.

KELLER ROAD SANITARY SEWER

Beginning at a proposed manhole located 40± LF South of and 15± LF West of the intersection of Keller Road and West Perimeter Road, thence, Southerly 1600± LF along a line parallel with Keller Road.

Said Sanitary Sewers shall be 12" in diameter.

1981 DEC 23 AM 10:35
ALLEN COUNTY RECORDER
Virginia L. Zimmerman

WHEREAS, the purpose of these projects is to provide public sanitary sewers for the area shown on Exhibit "A," and,

WHEREAS, the total cost of the Baer Field West - Keller Road Sanitary Sewer is represented to be $293,491.79, and,

WHEREAS, the City of Fort Wayne has received contributions in aid of construction from the following entities:

1.	M & G Properties	$ 20,000.00
2.	City of Fort Wayne Board of Aviation	$ 50,000.00
3.	Teco, Inc.	$ 30,000.00

WHEREAS, the total area benefited by the Baer Field West Sanitary Sewer and Keller Road Sanitary Sewer has an established area connection fee of $337.00 per acre due the Waynedale Interceptor, of which said Baer Field West - Keller Road Sanitary Sewer outfalls to,

DULY ENTERED FOR TAXATION
DEC 23 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

7.00
C3

Bill 2061

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works, that:

1. All future users of the Baer Field West - Keller Road Sanitary Sewer, as shown on Exhibit "A," whether by direct tap connection to a lateral or extention thereof, shall pay an area connection fee of $355.00 per acre in addition to the existing $337.00 per acre area connection fee established by the aforementioned Waynedale Interceptor.

2. Financial contributions to the construction of said Baer Field West - Keller Road Sanitary Sewer cost have been received from M & G Properties and Teco, Inc. Considering the contributions greatly exceed the benefited area connection fees due from tracts presently owned or leased by M & G Properties or Teco, Inc., as shown on Exhibit "A," the Board of Public Works hereby waives any future connection fees due from these entities.

3. Financial contribution to the cost of said Baer Field West - Keller Road sanitary sewer cost in the amount of $50,000.00, has been received from the City of Fort Wayne Board of Aviation considering the benefited area of the Board of Aviation is excessively large, the Board of Public Works reserves the right to establish the $50,000.00, as credit to the aforementioned sanitary sewer area connection fees due. The Board of Public Works reserves the right to adjust or waive area connection fees for any property presently owned by or under the control of the City of Fort Wayne Board of Aviation Commissioners.

4. The Board of Public Works reserves the right to reduce or adjust but not exceed, unless by adopted Resolution, the aforedescribed area connection fees established by this Resolution for any benefited area shown on Exhibit "A."

5. Any and all property owners or their successors outside the Corporate City limits connecting to or utilizing the City of Fort Wayne's sanitary sewer system shall release their right to remonstrate against pending or future annexation by the City of Fort Wayne.

6. All area connection fees shall be paid to the City of Fort Wayne prior to the time of connection.

ADOPTED this 16th day of December, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Clerk, Board of Public Works

PARED BY C. DUANE EMBURY, P.E.

148-24 H.I.
12/16/81

MEMORANDUM OF AGREEMENT

Rental agreement between the Board of Public Works of the City of Fort Wayne, and the Allen County Board of Commissioners, whereby the Board of Public Works will lease 30 (thirty) parking spaces on the Clinton Street Old Fort Parking Lot to the Allen County Board of Commissioners at a rate of .40 cents per day per space or $ 60.00 per week for a term of one year beginning January 1, 1982 and ending December 31, 1982. Amount due to Board of Public Works under this rental agreement shall be paid to the Board of Public Works by deducting monthly rental from the City-County Building Maintenance payment. This agreement subject to renewal on January 1, 1983, upon agreement by both signing parties.

ALLEN COUNTY BOARD OF COMMISSIONERS

Jack K Dunifon
Jack K. Dunifon

Richard M Regedanz
Richard M. Regedanz

Richard M Ellenwood
Richard M. Ellenwood

ATTEST:

Gloria J. Goeglein
Gloria J. Goeglein
Allen County Auditor

BOARD OF PUBLIC WORKS

Thomas W. Latchem

Roberta Anderson Staten
Roberta Anderson Staten

Betty R. Collins
Betty R. Collins

ATTEST:

Sandra E Kennedy
Sandra E. Kennedy
Clerk

71-148-23 A.I
12/16/81

WATER MAIN IMPROVEMENT RESOLUTION

No. 1026, 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along THE NORTH SIDE OF SOUTHDALE AVENUE FROM ANTHONY BOULEVARD TO HOLTON AVENUE

said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 16th *day of* December *19*81

BOARD OF PUBLIC WORKS:

Thomas W. Latchem, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

56

71-46-11 H.I.
12/16/81

SEWER IMPROVEMENT RESOLUTION NO. 356-1981
BAXTER STREET - RICHARDSVILLE AVENUE
COMBINATION SEWER REPAIR PROJECT

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the repair of an existing combination sewer, which from its size and character is intended for continued use by property holders, whose property abuts along the line of said sewer and for areas adjacent, be and the same is hereby ordered:

EXISTING COMBINATION SEWER LINE

For the repair at intermediate locations along an existing combination sewer line located within the alley bounded on the south by Baxter Street, on the north by Richardsville Avenue, on the east by Hanna Street and on the west by Monroe Street.

Said Sewer is 15" in diameter, with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities.

ADOPTED this 16th day of December, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E Kennedy
Clerk, Board of Public Works

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

71-126.10

12/12/81

71-146-10 H.I
12/16/81

RESOLUTION NO. 71-146-10
(Adoption of Tap-in Fee and Payment Thereof
for Certain Sanitary Sewer Resolutions)

WHEREAS, the Board of Public Works approved and adopted on July 16, 1980, the following Sanitary Sewer Resolutions: 310-80 (Phase I, II, III & IV), 311-80, 312-80, 313-80, 314 (Phase I & II), 315-80, 316-80, 317-80, 318-80, 319-80, 320-80, 321-80, and

WHEREAS, the Board of Public Works approved and adopted on August 20, 1980, the following Sanitary Sewer Resolutions: 323-80, 324-80, 325-80, 326-80, 327-80, 328-80, 329-80, and

WHEREAS, the Board of Public Works approved and adopted on September 3, 1980, the following Sanitary Sewer Resolutions: 330-80 (Phase I & II), 331-80, 332-80, 333-80, 334-80, 335-80, 336-80, 337-80, 338-80, 339-80, 340-80, and

WHEREAS, the Board of Public Works approved and adopted on October 9, 1980, the following Sanitary Sewer Resolutions: 341-80, 342-80, 345-80, 347-80, 348-80, 349-80, 350-80, 351-80, 352-80, and

WHEREAS, all the above mentioned Sanitary Sewer Resolutions provided for the Board of Public Works to establish a tap-in fee for each directly benefited property owner not to exceed twenty-five hundred dollars ($2,500), and

WHEREAS, the Board of Public Works has placed under contract all the above mentioned Sanitary Sewer Resolutions which are now substantially complete and thus permitting the Board of Public Works to firmly establish a fair and equitable tap-in fee for each directly benefited property owner, and

WHEREAS, certain directly benefited property owners have in fact connected their building sewer into one of the above constructed Sanitary Sewers after placing on deposit with the City a cash sum of $2,500. These connections were determined to be emergency by the Chief Water Pollution

Control Engineer after the existing treatment system of these owners was found to be either non-functional or non-existent.

NOW, THEREFORE, in consideration of the foregoing statements, the Board of Public Works does hereby establish the following tap-in fee and payment thereof:

1. For those directly benefited properties which have had a building sewer constructed to their property line, their tap-in fee (not including the standard sewer permit fee) shall be two thousand dollars ($2,000).

2. For those benefited properties which have not had a building sewer constructed to their property line, their tap-in fee shall be either the applicable area connection fee adopted by the Board of Public Works or subject to any area connection fee which is determined by the Board of Public Works to be appropriate.

3. The tap-in fee as herein established of two thousand dollars ($2,000) shall be paid to City Utilities by either one of the following two methods:

   a. By a total cash payment to City Utilities.

   b. By the execution of a mortgage agreement by the property owner wherein they agree to pay off in monthly payments this tap-in fee with interest commencing upon his receipt of his first monthly sewage bill from City Utilities. This monthly payment is hereby established to be thirty dollars ($30).

4. Those property owners who are in fact connected into one of the above constructed Sanitary Sewers and have deposited with City Utilities a sum of $2,500 shall be refunded five hundred dollars ($500).

Adopted this 16 day of December, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Sandra E. Kennedy, Clerk

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THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

MAIL TAX BILLS TO:

71-141-19 H.I.
12/9/81

QUIT-CLAIM DEED

This indenture witnesseth that CITY OF FORT WAYNE, an Indiana municipality

of ALLEN *County in the State of* INDIANA

Releases and quit claims to CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS

of ALLEN *County in the State of* INDIANA
for and in consideration of Two ($2.00) Dollars & other good & valuable consideration *the receipt whereof is hereby acknowledged, the following Real Estate in* ALLEN *County in the State of Indiana, to wit:*

Part of the West 1/2 of Section 2, Township 30, Range 12, that being all the land south of the Penn Central Railroad track, north of Van Buren Street, east of Sherman Street, and west of St. Mary's River, except that part which has already been deeded in a Quit-Claim Deed dated December 12, 1979 and recorded as document number 79-37963 in the office of the Recorder of Allen County.

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 9th *day of* December 1981 *personally appeared:*

CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS, an Indiana municipality

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 3-6-1984

Notary Public

Dated this 9th **Day of** December **19**81

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS *Seal*

By: *Seal*
Chairman

Betty R. Collins *Seal*
Member

Seal
Member

Seal

Seal

Resident of Allen *County*

This instrument prepared by Perry D. Shilts*, Attorney at Law*

MAIL TO:

PRINTED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION
(REVISED 8/78)

60

71-135-19 H.I
12/2/81

RELEASE AGREEMENT

The undersigned, Earl D. Mills, Juanita M. Mills, and Ronald D. Mills, each over the age of eighteen (18) years and otherwise fully competent to enter into contractual arrangements in consideration of a joint payment to them of $2,500.00 by the City of Fort Wayne, Indiana, do hereby forever discharge and release the City of Fort Wayne, Indiana, its servants, agents, employees and contractors from any and all claims or demands which they or any of them may have had, now have, or may hereafter have against said City of Fort Wayne, its servants, agents, employees, and contractors on account of or in any manner arising out of the construction, maintenance, and operation (past, present and future) of the sludge and effluent lagoons of said City located adjacent to property of the undersigned on East Lake Ave., Fort Wayne, Allen County, Indiana.

This release includes but is not limited to claims for damages to real or personal property, as well as claims for personal injury arising from said construction, maintenance, and operation, claims for alleged lower of water tables, air pollution, odors, diminution of property values, easements, or alleged condemnations of all kinds.

This release shall bind not only the undersigned, but also their grantees, divisees, legatees, heirs at law, successors and assigns.

By execution hereof, the undersigned do herewith acknowledge receipt of payment of the said sum of $2,500.00 as full and final payment for this release.

Earl D. Mills
EARL D. MILLS

Juanita M Mills
JUANITA M. MILLS

Ronald Mills
RONALD D. MILLS

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71-135-18 H. I. 12/2/81

HOWARD NEEDLES TAMMEN & BERGENDOFF

Approved for signatures 12/2/81 PRBoller

NOV 2 6 1981

November 25, 1981

Mr. Thomas W. Latchem, Chairman,
and Members of the Board of Public Works
City of Fort Wayne
One Main Street
City-County Building
Fort Wayne, Indiana 46802

Re: Proposal for Engineering Services to Prepare EPA Grant Amendment Request Documents Associated with Change Orders 25, 26, 27, and 28, Water Quality Control Project Division I, Water Pollution Control Plant Additions, Sewage Works Grant No. C180538 01

Attention: Mr. Philip R. Boller
Director of Water Resources

Dear Chairman and Members of the Board of Public Works:

We propose to provide engineering services for the preparation of EPA Grant Amendment Request Documents for project construction, engineering, and inspection cost associated with Change Orders 25, 26, 27, and 28. Services shall include:

1. Preparation of EPA Form 5700-32.

2. Preparation of justification statements for design, construction engineering, and project inspection costs associated with Change Orders 25 and 28.

3. Transmittal of the executed Grant Amendment to the regulatory agencies.

4. Discussion of the Grant Amendment Request with the regulatory agencies as required.

Architects Engineers Planners • Formerly offices of H.B. Steeg & Associates • P.O. Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160

Partners H C Lamberton, Jr PE, James F Finn PE Paul L Heineman PE Gerard F Fox PE William M Wachter PE George K Erganian PE Browning Crow PE Charles T Hennigan PE Edgar B Johnson PE Daniel J Watkins PE Ralph E Myers FAIA Daniel J Spigai PE John L Cotton PE Francis X Hall PE Robert S Coma PE Donald A Dupies PE William Love AIA William C Meredith PE
Associates Daniel J Appel PE Robert W Richards PE Don R Ort PE, Frederick H Sterbenz PE, Robert B Kollmar PE Kendall T Lincoln CPA Jack P Shedd PE Roberts W Smithem PE Jack C Thompson PE, Richard D Beckman PE John A Eggen Jr AIA, Lloyd H Bakan, Harry D Bertossa PE, Ralph E Robison PE, Cecil P Counts PE, Stephen G Goddard PE, Harvey K Hammond, Jr PE, Stanley I Mast PE Robert D Miller PE, Robert W Anzia PE, Marvin C Gersten PE Cary C Goodman AIA, Walter Sharko PE Gordon H Slaney, Jr PE James L Tuttle, Jr PE, Norman J Boge PE James O Russell PE
Offices Alexandria, VA, Atlanta, Baton Rouge Boston, Cape Coral FL, Casper, Wy Charleston, SC Charleston, WV, Chicago Cleveland Dallas Denver, Fairfield, NJ Houston Indianapolis, Jacksonville FL, Kansas City Los Angeles Miami Milwaukee Minneapolis Newark, DE New York, Orlando Overland Park KS Philadelphia Seattle, Tampa Tulsa Manila Rio de Janeiro

We shall bill for our services on the basis of actual payroll costs (direct salary, plus FICA, IES, and FUC taxes, workmen's compensation insurance, health and accident group insurance, holidays and vacations) times a multiplier of 2.0 plus expenses per the attached schedule of charges on expenses. Our total billing shall not exceed $2,000 without prior approval of the Board of Public Works. Billings shall be monthly consistent with the firm's accounting periods and shall be payable upon receipt.

Please indicate your authorization of these services by signing two copies of this letter and returning same to us. We are prepared to begin work on this Grant Amendment Request immediately and look forward to assisting you on this project.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

George K. Erganian

George K. Erganian
Partner

GKE:ls

Accepted: December 2, 1981

Board of Public Works
City of Fort Wayne, Indiana

Thomas W. Latchem, Chairman

Betty R. Collins

Betty R. Collins, Member

Robert Anderson Staten

Robert Anderson Staten, Member

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SCHEDULE OF CHARGES FOR EXPENSES

1. Automobile travel by personal or company leased vehicles is chargeable at 20 cents per mile. Use of rail, bus, air or similar forms of public transportation or automobile rental will be billed at cost.

2. Charges shall be made for such direct expenses as blue printing costs, the cost of materials required to complete field investigations or surveys, or other special materials or equipment whose use will be limited to the specific job at hand. These charges will be billed at invoice cost.

3. Subsistence is chargeable in the event an employee is required by nature or location of the work to be out of his assigned office overnight. These charges shall be billed at direct cost.

4. Services of Professional specialists who work independently of Howard Needles Tammen & Bergendoff shall be billed at our cost. Examples of this type of service are soils testing, laboratory analyses, and other specialized fields of service performed by others using their own facilities, and not under our direction. Services of subcontractors or subconsultants who work at the direction of HNTB shall be billed at our cost plus ten percent.

5. Charges shall be made for the use of special studies equipment as follows:

(a)	Field Survey Van and Sewer Inspection Vehicle (including inspection and safety equipment)	35 cents per mile or $25.00 per day, whichever is greater.
(b)	Head Recorders	$25.00 per week for the first four (4) weeks of continuous installation.
		$15.00 per week for the next four (4) weeks of continuous installation.
		$10.00 per week for continuous installation, thereafter (1 - 7 days constitute one week).
(c)	Integrated Flow Recorders	$40.00 per week for the first four (4) weeks of continuous installation.
		$25.00 per week for the next four (4) weeks of continuous installation.

HNTB

February 4, 1981

SCHEDULE OF CHARGES FOR EXPENSES (Cont'd)

(c) Integrated Flow Recorders (continued)	$15.00 per week for continuous installation thereafter (1 - 7 days constitute one week).
(d) Continuous Samplers	$40.00 per week for the first four (4) weeks of continuous installation. $25.00 per week for the next four (4) weeks of continuous installation. $15.00 per week for continuous installation thereafter (1 - 7 days constitute one week).
(e) Automatic Traffic Counters	$10.00 per day.
(f) Other Equipment	To be quoted on a per job basis.

6. All service performed on an hourly or cost plus basis shall be billed as work progresses. Billing periods shall be once each four weeks to coincide with firm's payroll cycle.

The above schedule of charges is subject to changes which result from variations in supplier costs and market conditions.

HOWARD NEEDLES TAMMEN & BERGENDOFF
ARCHITECTS ENGINEERS PLANNERS
Indianapolis, Indiana
February 4, 1981

orig to attorney for recording.
~~Council~~ 12/22/81

82-000979

71-134-10 H.I.
12/2/81
Ratified 1-12-82
S 0282

Maysville Rd
Kennedy Dr & Long
Rd. area

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 2nd day of December, 1981, by and between GOLDEN YEARS HOMESTEAD, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer by tying into an existing sanitary manhole which is located 234 feet east of a manhole in Kennedy Drive, and then progressing north with an 8 inch sewer to a new manhole approximately 176 feet north of the existing sanitary manhole in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Engineer of the Water Pollution Control Utilities of the City and known as GOLDEN YEARS HOMESTEAD, INC. RETIREMENT VILLAGE, PHASE 1B, as drawn by James Associates, Architects, Engineers under their Commission Number 8456, dated September 7, 1981, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve land in which the Developer has an interest.

WHEREAS, the cost of construction of said sewer is represented to be Four Thousand Three Hundred Forty-four Dollars ($4,344.00).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City under private contract to be

let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

> A parcel of land located in the Southwest One-Quarter of Section 26, Township 31 North, Range 13 East, and in the Northwest One-Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana more particularly described as follows, to-wit:
> Beginning at the Southeast corner of the Southwest One-Quarter of Section 26 also being the Northeast corner of the Northwest One-Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana as marked by a bolt; thence North along the East line of the Southwest One-Quarter of said Section 26 a distance of 459.32 feet (actual), 460.0 feet (deed) to a p.k. nail on the centerline of Maysville Road; thence by a deflection left of 121°-39' along the centerline of Maysville Road as now established a distance of 599.3 feet (actual), 604.5 feet (deed); thence continuing along said centerline on a curve to the right having a deflection of 5°-39' (deed) a distance of 176.82 feet to a p.k. nail on the extension of the East right-of-way line of Kennedy Drive; thence South along said East right-of-way line of Kennedy Drive a distance of 56.6 feet to an iron pin on the intersection with the North line of the Northwest One-Quarter of Section 35; thence continuing South along said East right-of-way line a distance of 357.4 feet to an iron pin; thence by a deflection left of 89°-04'-40" a distance of 670.50 feet (actual) 671.0 feet (deed) to an iron pin on the East line of the Northwest One-Quarter of Section 35; thence North by a deflection left of 90°-56'-40" along said East line of the Northwest One-Quarter a distance of 357.4 feet to the Point of Beginning, containing 9.32 acres of land more or less and subject to public roadway easement over the Northerly 25.0 feet for Maysville Road and the East 64.0 feet for Long Road

PLUS

Part of the East half of the Northwest Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 35, Township 31 North, Range 13 East; thence South 00 degrees 00 minutes 00 seconds East (assumed) along the East line of the Northwest quarter of said Section 35 a distance of 357.40 feet to the point of beginning; thence continuing along the East line of the Northwest quarter of said Section 35 a distance of 87.89 feet; thence South 89 degrees 04 minutes 43 seconds West a distance of 670.52 feet to a point on the East boundary of Theodore Goeglein Subdivision, Section A, a subdivision in the aforementioned Section, Township and Range; thence North 00 degrees 01 minutes 15 seconds East along the said East line a distance of 110.00 feet to the Southwest corner of a 4.06 acre tract of land conveyed to Golden Years Homestead, Inc., by warranty deed dated November 20, 1967, and recorded in deed record 700, page 131, office of the Recorder; thence South 89 degrees 01 minutes 16 seconds East along the South line of the said Golden Years tract a distance of 350 feet to the Southwest corner of a 5.26 acre tract of land conveyed to Golden Years Homestead, Inc., by warranty deed dated April 26, 1971, and recorded as Document No. 71-14931 in the office of Recorder; thence South 89 degrees 01 minutes 16 seconds East along the South line of said tract a distance of 320.5 feet (321 deed) to the point of beginning, containing 1.52 acres more or less and subject to all easements of record and subject to a road right-of-way for Long Road over the Easterly portion thereof, said right-of-way being more particularly described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 35, Township 31 North, Range 13 East; thence South 00 degrees 00 minutes 00 seconds East along the East line of the Northwest quarter of said Section 35 a distance of 357.40 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East along said East line a distance of 87.89 feet; thence South 89 degrees 05 minutes 22 seconds West a distance of 60.41 feet; thence North 06 degrees 53 minutes 32 seconds West a distance of 29.91 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 60.25 feet; thence South 89 degrees 01 minutes 16 seconds East a distance of 64.0 feet to the point of beginning containing 0.13 acres more or less.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in inspection fees and monthly sewage treatment charges as are customarily charged by the City for connection to City sewer mains and treatment of sewage therefrom.

An area connection charge of Seven Hundred Dollars ($700.00) per acre must be paid to City at the time of connection. This area connection charge represents the oversizing cost expended by City for sewer lines pertaining to North Maumee Interceptor Sewer Phase I and II - Resolution No. 290-77 and Resolution No. 330-80.

4. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

5. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

7. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this

Agreement the day and year first above written.

GOLDEN YEARS HOMESTEAD, INC.

BY: Thomas G. Garman
Thomas G. Garman, Administrator

CITY OF FORT WAYNE, INDIANA

BY: Win Moses Jr.
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY:
Thomas W. Latchem, Chairman

BY: Roberta Anderson-Staten
Roberta Anderson-Staten, Member

BY: Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY

Associate City Attorney

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS G. GARMAN, who acknowledged the execution of the foregoing Agreement For Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of November, 1981.

Paul Sauerteig
Paul J. Sauerteig, Notary Public
Resident: Allen County, Indiana

My Commission Expires:
September 21, 1985

This instrument prepared by:
PAUL J. SAUERTEIG
222 Utility Building
Fort Wayne, IN 46802
In accordance with form of instrument prepared by C. Duane Embury, P.E., Chief Water Pollution Control Engineer.

62

Wilk- File

PAUL J. SAUERTEIG
ATTORNEY AT LAW

SUITE 222 UTILITY BUILDING
FORT WAYNE, INDIANA 46802
(219) 426-2244

RECEIVED
NOV 20 1981
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

November 20, 1981

(16)

Ms. Sandra E. Kennedy, Clerk
Board of Works
City of Fort Wayne
City-County Building
Fort Wayne, IN 46802

Dear Ms. Kennedy:

Richard I. Snouffer, Esq., Associate City Attorney, has reviewed the form of Agreement for Sewer Extension with Golden Years Homestead, Inc., having suggested the elimination of reference to the Burns Indiana Statute in paragraph 6 and the elimination of paragraph 7, Governing Statute. You have given me the names of the current members of the Board of Works and they are included in the execution form.

Mr. Snouffer suggested that I file this Agreement with you, now submitting that Agreement in triplicate. He indicated that the Agreement could be presented to the next meeting of the Board, which is on Monday, November 23rd.

If you have any questions concerning this, please let me know.

Very truly yours,

Paul J. Sauerteig

PJS:p
enclosures

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71-131-22 H.I
11/25/81

SEWER IMPROVEMENT RESOLUTION 355-1981
Outfall Structure Repair

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the repair of two (2) existing outfall structures, which from their size and character are intended for continued use by the City of Fort Wayne, be and the same is hereby ordered:

OUTFALL STRUCTURE A

Located on the South bank of the Maumee River approximately 75± feet North of and 140± feet East of the center of the intersection of Berry Street and Monroe Street. This structure is the outfall for a 102 inch diameter pipe.

Said repair of Outfall Structure A shall consist of the removal and replacement of the existing sheeting, removal and replacement of a portion of the undermined spillway, and the placement of rip rap at the base of the outfall structure with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications no on file in the office of the Board of Public Works of said City.

OUTFALL STRUCTURE B

Located on the West bank of the St. Mary's River approximately 160± feet East of and 80± feet South of the center of the intersection of Brown Street and Electric Avenue. This structure is the outfall for an existing pumping station.

Said repair of Outfall Structure B shall consist of the placing of sheeting at the existing East edge of the spillway, filling the undermined void area with grout and the placement of rip rap at the base of the Outfall Structure with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works.

The total cost of said Outfall Structure repair shall be paid by funds from the Sewer Relief Fund.

ADOPTED this 25 day of November, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins, Member

ATTEST:

Sandra Kennedy
Clerk, Board of Public Works

64

71-131-21 H.I.
11/25/81

SEWAGE METERING FACILITY

RESOLUTION NO. 354-81

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a metering device is not only intended and adapted for use by property owners, whose properties abut within the vicinity of said metering device, but is intended for the general benefit of the City, be and the same is hereby ordered:

> Being at an existing structure located on the south side Washington Boulevard and on the west side of the alley between Wabash Avenue and Glasgow Avenue.
>
> Also, commening at the 21-inch sewer pipe immediately south of said structure; thence south 20± LF relocated connection of an 8-inch sewer pipe;

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City all as provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

IT IS HEREBY found by said Board of Public Works that the cost of said improvement shall be paid by the City of Fort Wayne, Indiana out of monies from the Fort Wayne Sewer Utility.

ALSO, the City of Fort Wayne will formulate a reimbursement Resolution from benefited areas that may now utilize the existing 21-inch sanitary sewer previously occupied by Falstaff Brewery only.

ADOPTED this 19 day of November, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:
Sandra E. Kennedy
Clerk, Board of Public Works

65

71-125-26 H.I.
11/18/81

WATER MAIN IMPROVEMENT RESOLUTION

No. 1025 - , 19 81

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along the north side of Chinchilla Lane from an existing (6) six inch line valve on Anthony Blvd. southeastwardly approximately 1255+ feet to its terminus, also on the north side of Chantada Lane, from an existing line valve on Anthony Blvd. eastward approximately 810+ feet to Chinchilla Lane. All being in South Dellwood Park Addition.

said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 18th *day of* November, *19*81

BOARD OF PUBLIC WORKS:
Robert Anderson

66

71-125-25 H.I
11/18/81

S-302-81
12-22-81

AGREEMENT FOR ENGINEERING SERVICES
ON ELEVATED TANKS

THIS AGREEMENT, made this 18th day of November 1981 by and between The City of Fort Wayne, Indiana, through it's Board of Public Works (hereinafter referred to as the OWNER) and E. Crone Knoy, dba Tank Industry Consultants (hereinafter referred to as the ENGINEER) to perform engineering service to repaint and repair two (2) one million gallon elevated tanks and one (1) five hundred thousand gallon elevated tank in Allen County, State of Indiana and the ENGINEER agrees to perform various professional services required for the design and execution of said project.

WITNESSETH:

That for and in consideration of the mutual covenents and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish basic engineering services as follows:

1. The Engineer shall perform a detailed pre-bid inspection of the tank(s) sufficient to determine the condition of the tank interior, exterior, supporting structure, foundations, and accessories. A certified engineering report is to be issued concerning the findings and recommendations and cost estimates for work to be done.

2. Upon acceptance of the pre-bid inspection reports and authorization of the Chief Water Engineer, and prior to the advertisement for bids, the ENGINEER will provide not to exceed 3 copies of detailed drawings and specifications for use by the OWNER in preparing bid documents.

3. The ENGINEER will provide inspection of the work only if engaged for detailed specification & compensated for this detailed inspection as set forth in Section C. Inspection shall be conducted at the following times for each tank:

   a. At the start of the initial cleaning of the steel
   b. Upon completion of the interior sandblasting of the first area to be primed

c. Prior to the application of the finish coats of paint
d. Final inspection
e. At any other intervals agreed upon with the OWNER'S project representative.

Said inspections shall not exceed twenty four (24) in number unless authorized by the contracting body of the OWNER. The ENGINEER will furnish the OWNER'S project representative a written report of the findings of each inspection. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER'S performance of such detailed construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose on the ENGINEER and obligation to see that the work is performed in a safe manner.

4. The ENGINEER will cooperate and work closely with representatives of the OWNER and all agencies involved.

5. If engaged for inspection of the work, the ENGINEER will review and approve estimates for the progress and final payments; and will make final inspection of all construction and a written certification of final inspection to the OWNER.

6. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under Workmen's Compensation and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by the ENGINEER or by the ENGINEER'S employees performing the ENGINEER'S functions and services required under this Agreement.

7. The ENGINEER will attend conferences with the OWNER and representatives of other interested parties at the time of the detailed inspections. If required at other times they shall be compensated for at the rate per inspection stated in Section C.

8. Upon written authorization by the OWNER, the ENGINEER will perform the pre-bid inspection services and submit said reports to the OWNER within thirty (30) days after such notice. The Detailed Technical Specifications are to be provided within fifteen (15) days after acceptance of the inspection reports, payment for same, and written notice to proceed with the provision of said Detailed Technical Specifications. If the above is not accomplished within the time period(s) specified, this Agreement may be terminated by the OWNER.

SECTION B - COMPENSATION FOR BASIC ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for basic engineering services in amount as follows in this section:

1. The sum of Two thousand seven hundred dollars ($2700.00) after the review of the preliminary inspection and engineering report by the OWNER and acceptance of the same.
2. The sum of Five hundred dollars ($500.00) payable after completion and submission of the final drawings and specifications and the acceptance of the same by the OWNER.
3. Should the project not be financed or should it be terminated by the OWNER for any reason, the ENGINEER will paid for all accomplished work to the date of notification. Partial payments will be based on actual manhours expended.
4. Terms of payment of the ENGINEER'S billings shall be NET 10 DAYS. Should the OWNER not pay the ENGINEER'S billings within 45 days after submitted, interest at the rate of one and one half percent (1 1/2%) per month shall be paid the ENGINEER.

SECTION C - COMPENSATION FOR DETAILED CONSTRUCTION INSPECTION SET FORTH IN SECTION A-3

When the ENGINEER provides detailed construction inspection, the OWNER agrees to pay the ENGINEER compensation at the rate of Three hundred and ten dollars ($310.00) per inspection which includes travel and expenses. Each inspection shall consist of a minimum of two (2) hours on the job.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

THE BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Sandra E. Kennedy, Clerk

ENGINEER: E. Crone Knoy, PE dba,
TANK INDUSTRY CONSULTANTS

E Crone Knoy

ATTEST:

Cynthia A. Knoy

SUMMARY
OF
PROFESSIONAL ENGINEERING SERVICES
FOR
THREE EVEVATED TANKS

Firm	Phase 1	Phase 2	Phase 3
Tank Industry Consultants	$2700.00	$ 500.00	310.00/Day
McNamee, Porter & Seeley	2500.00	2500.00	250.00/Day
Bonar & Associates	3500.00	2500.00	280.00/Day

Philip R Boller

Date: November 9, 1981

68

71-117-14 H.I.
11/12/81

A G R E E M E N T

THIS AGREEMENT, made and entered into this 7th day of October 1981, by and between the State of Indiana, acting by and through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the City of Fort Wayne, Indiana, acting by and through the Board of Public Works of the City of Fort Wayne, hereinafter referred to as the "CITY".

W I T N E S S E T H

WHEREAS, the CITY desires to participate in the preliminary engineering on the following project using Federal-aid funds allocated and made available to the STATE, namely Project No: M-F568(2), providing for the improvement of State Boulevard in the City of Fort Wayne, and

WHEREAS, the STATE is willing for the CITY to participate in the preliminary engineering on this project, subject to approval of the Federal Highway Administration.

NOW THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

1. The CITY will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the project.
2. The CITY may at its discretion engage a competent and qualified consultant to perform the preliminary engineering for the CITY.

68

71-117-14 H.I.
11/12/81

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of October 1981, by and between the State of Indiana, acting by and through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the City of Fort Wayne, Indiana, acting by and through the Board of Public Works of the City of Fort Wayne, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY desires to participate in the preliminary engineering on the following project using Federal-aid funds allocated and made available to the STATE, namely Project No: M-F568(2), providing for the improvement of State Boulevard in the City of Fort Wayne, and

WHEREAS, the STATE is willing for the CITY to participate in the preliminary engineering on this project, subject to approval of the Federal Highway Administration.

NOW THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

1. The CITY will comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the project.
2. The CITY may at its discretion engage a competent and qualified consultant to perform the preliminary engineering for the CITY.

The CITY'S procedures for selection of consultants will be in accordance with applicable Federal Highway Administration requirements and Indiana Department of Highways guidelines. Further, proposed agreements will be submitted for Indiana Department of Highways and Federal Highway Administration approval prior to execution.

3. All work performed under this Agreement will be subject to review and approval of the Indiana Department of Highways and the Federal Highway Administration.

4. In the event that acquisition of additional right-of-way is required for this project the CITY agrees to comply with right-of-way acquisition and relocation policies and procedures as follows:

   (a) If right-of-way costs are to be programmed for Federal-aid the CITY agrees to comply with all Federal and State laws, rules, and regulations including Volume 7 of the Federal-aid Highway Program Manual and PL 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894).

   (b) If right-of-way costs are not to be programmed for Federal-aid the CITY agrees to comply with (1) All State rules and regulations, (2) Title III of PL 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (84 Stat. 1894) in the acquisition of right-of-way, and (3) Title II of said Act and Volume 7, Chapter 5 of the Federal-Aid Highway Program Manual in the relocation of individuals, families, businesses, farm operations, etc., if any are involved.

5. The CITY'S share of the cost for preliminary engineering will be the total amount of the entire cost incurred by the CITY less the amount contributed by the Federal government through Federal-aid. The Federal share of all eligible costs is 75%, or such other amount as may be allowed and provided by law.

   If for any reason the STATE is required to repay to the Federal Highway Administration the sum or sums of Federal funds paid to the CITY through the STATE under the terms of this Agreement, then the CITY will repay to the STATE such sum or sums upon receipt of a billing from the STATE.

   Payment for any and all costs incurred by the CITY which are not eligible for Federal funding will be the sole obligation of the CITY.

6. The CITY will receive payment of the Federal contribution, through Federal-Aid, for the eligible costs incurred under this Agreement as follows:
   a. The CITY will submit invoices to the STATE not more often than once per month during the progress of the work, for payment on account for the work completed during the period in question.
   b. When submitting invoices for design costs for projects which were designed by a Consultant the CITY will certify by its responsible officer and/or Engineer that those costs represented by the subject billing represent design work physically completed by the consultant. The submission shall be accompanied by a copy of the consultant's invoice for completed work.
   c. When submitting invoices for Right-of-Way the CITY will furnish evidence showing that the CITY has made payment for all costs for which reimbursement is being invoiced.

d. Upon approval of invoices by the STATE, the STATE will request Federal-aid funds from the Federal Highway Administration for the amount of the subject invoice claim.

e. Upon receipt of Federal-aid funds, the STATE will make payment to the CITY, less 10% which will be retained until final payment.

f. Prior to final payment pursuant to this contract, a final audit of the CITY records will be made by the STATE, and upon approval thereof by the STATE, then final payment will be made in accordance with the procedure set out above.

Obligation of Federal-aid funds extends only to project costs incurred by the CITY after the Indiana Department of Highways authorization to proceed with the project.

7. The CITY and its subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment by the Federal Highway Administration to the CITY thru the STATE under the contract, for inspection by the STATE, Federal Highway Administration or any other authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

8. The CITY agrees to hold harmless and indemnify the State of Indiana, the Indiana Department of Highways and the Federal Highway Administration from any and all liability for any act or omission committed, suffered to be committed, or omitted to be done, by any office, agent, employee, servant or contractor of the CITY under this agreement.

9. Insofar as authorized by law, this Agreement shall be binding upon the parties hereto their successors or assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

THE CITY OF FORT WAYNE

BOARD OF WORKS

By

Thomas Latchem

By Roberta Anderson Staten

Roberta Staten

By Betty R. Collins

Betty R. Collins

By

Attest:

Sandra E. Kennedy

Sandra K. Kennedy

Clerk, Board of Works

Approved:

Winfield C. Moses, Jr. Mayor

THE STATE OF INDIANA

THE INDIANA DEPARTMENT OF HIGHWAYS

By Gene K Hallock

Gene K. Hallock
Director of Highways

Attest:

Daniel Novreske

Daniel Novreske
Deputy Director, Administration

APPROVED AS TO LEGALITY AND FORM

Floyd Whitney Dep. AG

For Linley E. Pearson
Attorney General 10-7-81

This instrument is prepared by

Donald O. Epp
Engineer of Consulting Services

L

ACKNOWLEDGMENT

State of INDIANA County of ALLEN ,SS:

Before me, the undersigned Notary Public in and for said County personally appeared Board of Works Chairman, Thomas Latchem, members Roberta Staten and Betty Collins, and Board of Works Clerk, Sandra E. Kennedy
Name of signers, their official capacity and agency name

and each acknowledged the execution of the foregoing agreement on this 30th day of September , 19 81 .

Witness my hand and seal the said last named date.

My Commission Expires

ELIZABETH J. MEYER, Notary Public
[illegible]
My Commission Expires Feb. 12, 1985

Elizabeth J. Meyer
Notary Public

ACKNOWLEDGMENT

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared **GENE K. HALLOCK**, Director of Highways of the Indiana Department of Highways, and acknowledged the execution of the foregoing agreement on this 6 day of October , 19 81 .

Witness my hand and seal the said last named date.

My Commission Expires

June 17, 1985

Hildreth L. Smith
Notary Public
HILDRETH L. SMITH
Resident of Johnson County

68

C/

STATE of INDIANA

INDIANA DEPARTMENT OF HIGHWAYS
100 North Senate Avenue
Indianapolis, Indiana 46204

INDIANAPOLIS

Room 1101, State Office Building
317-232-5533

RECEIVED
OCT 27 1981
Mayor's Office

October 20, 1981

Honorable Winfield C. Moses, Jr.
Mayor, City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Subject: City-State Agreement
State Boulevard (Reed Road to Lahmeyer Dr.)
Project: M-F568(2)

Dear Mayor Moses:

Attached for your records is an original signed copy of a fully executed agreement, dated October 7, 1981, between the Indiana Department of Highways and the City concerning cooperation in the preliminary engineering phase of the work on the subject project.

Approval of your agreement with Ronald L. Bonar & Associates, Inc., and notification that you may authorize them to proceed with the work, will be given by separate letter.

Very truly yours,

Donald O. Epp
Donald O. Epp
Engineer of Consulting Services

For: Gene K. Hallock
Director of Highways

GKH:DOE:sl
Agreements *
cc: * Mr. Novreske
* Mr. Bell
* Mr. Yoder
* Ms. McDaniel
Ronald L. Bonar & Assoc., Inc.
* file

DIRECTOR OF
RECEIVED
NOV 04 1981
CEQ
TRANSPORTATION

71-117-14

11/12/81

An Equal Opportunity Employer

H.I.

71-104-13 H.I.
10/28/81

11-24-81
S-252-81

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 1st day of October, 1981, by and between REV. RAYMOND E. WEBER and LOIS W. WEBER, husband and wife, hereinafter referred to as "DEVELOPER" and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the DEVELOPER has requested to construct a sanitary sewer described as follows:

SANITARY SEWER

Beginning at an existing manhole located at 310± L. F. south of and 235± L. F. west of the centerline intersection of Washington Center Road and Kruse Drive; thence west at a distance of 100± L. F. terminating at a proposed cleanout located 310± L. F. south of and 335± L. F. west of the intersection of Washington Center Road and Kruse Drive.

Said sanitary sewer shall be 8 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY, and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY, and known as 5727 West Washington Center Road Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of said sewer is represented to be $1,100.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the CITY under private contract to let within sixty (60) days after required CITY approval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed permanently connected into the Sewer system of the CITY until all inspections are paid in full by the DEVELOPER and the final acceptance is issued by the CITY. Upon completion, said Sewer shall become the property of the CITY and CITY shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by

the CITY, and all further maintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer,when accepted by the CITY, will initially serve the following described real estate of the "DEVELOPER."

The East 100 feet of the North 315 feet of the Northwest Quarter of the Northeast Quarter of Section 19, Township 31 North, Range 12 East.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

An area connection chage of $610.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines in Resolution No. 65-314-7, Recorded under 78-12126.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Annotated I. C. 19-2-7-16, 17 and 18.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the CITY of Fort Wayne any further time by duly authorized ordinance the said real estate described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) day of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I. C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

Rev. Raymond E. Weber

REV. RAYMOND E. WEBER

Lois E. Weber

LOIS E. WEBER

CITY OF FORT WAYNE, INDIANA

BY:

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

BY:

THOMAS W. LATCHEM, CHAIRMAN

BY: Roberta Anderson Staten

ROBERTA ANDERSON STATEN, MEMBER

BY: Betty R. Collins

BETTY R. COLLINS, MEMBER

ATTEST:

Sandra E. Kennedy

SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

____

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rev. Raymond E. Weber and Lois E. Weber, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 21st day of October, 1981.

Charles I. Wickensheimer
NOTARY PUBLIC CHARLES I WICKENSHEIMER
Resident of Allen County, Indiana

My Commission expires:
October 30, 1982

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Thomas W. Latchem, Chairman, Board of Public Works, and Roberta Anderson Staten, and Betty R. Collins, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 28th day of October, 1981.

Anne J. Fox
NOTARY PUBLIC
Resident of Allen County, Indiana

My Commission expires:
3-6-84

This instrument prepared by C. Duane Embury, P. E., Chief Water Pollution Control Engineer.

13

Memorandum

To BOARD OF PUBLIC WORKS Date OCTOBER 23, 1981

From C. DUANE EMBURY, P. E., CHIEF WPC ENGINEER

Subject 5727 WEST WASHINGTON CENTER ROAD SANITARY SEWER - KRUSE ADDITION

COPIES TO:

BOLLER

FILE

CHRONO

Attached for your review and execution is the necessary Sewer Agreement for the above project. Kindly note the area lies outside of the City limits. And, it is this Department's recommendation that approval be secured from the Common Council. Please arrange for its introduction into Council for approval and ratification.

11/10/81

If there are any questions, please feel free to contact Mr. Wickensheimer at 7061.

Sincerely,

C Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/ep

Attachment

OCT 26 1981

71-103-8 H.I
10/28/81

70

WATER MAIN IMPROVEMENT RESOLUTION

No. 1024, 19 81

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, STATE OF INDIANA, That the construction of a system of water mains, intended and adopted for local use by the property holders in the tract to be improved and also the requirements of other real estate to be served with extensions, be and the same is hereby ordered in and along LUDWIG ROAD FROM SHARON DRIVE WESTWARDLY 2205+ FT. TO EAST RIGHT-OF-WAY OF STATE ROAD #3.

said water main, with all its appurtenances, shall be constructed in accordance with the plans and specifications now on file in the office of the Department of Public Works of said City.

The cost of said improvement shall be apportioned against and paid by the property holders benefited, and upon the City of Fort Wayne, Indiana, if the City is benefited by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, Indiana Code, Title 36, Act 36-9-19-32 and Acts 36-9-20-1 thru 36-9-20-19 effective September 1, 1981 and the provisions of all Acts amendatory thereto and supplemental thereof.

9%

Assessments, if deferred, are to be paid in ten equal annual installments, with interest at the rate set by Board of Public Works, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above entitled acts. All proceedings and any work done in said water main improvement, assessment of property, collection of assessments and issuance of bonds, therefore, shall be as provided for in said above entitled acts and all amendments thereto and supplemental thereof.

Adopted, this 28th *day of* October 1981

BOARD OF PUBLIC WORKS:
Robert Anderson Oates
Betty R. Collins

ATTEST:
Sandra E. Kennedy
Sandra E. Kennedy, Clerk

2

71-99-30 10/21/81 H I.

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of October, 1981, by and between the CITY OF FORT WAYNE, Allen County, Indiana, a municipal corporation, acting by its Board of Works (hereinafter referred to as "City"), and UTILITY CENTER, INC., an Indiana corporation (hereinafter referred to as "Utility Center"),

WITNESSETH:

WHEREAS, City represents that through its Board of Works, it has the authority to enter into the within agreement, and

WHEREAS, Utility Center does not have any immediate plans for the construction of sanitary sewer extensions within their Certificate of Territorial Authority (CTA) area as shown on Exhibit "A", and

WHEREAS, the City has acquired a Federal Grant for the extension of local sanitary sewers to serve the CTA area as shown on Exhibit "A".

NOW, THEREFORE, it is hereby agreed by both parties that in the interest of providing the public with a sanitary sewer system which will enhance the community and in the spirit of cooperation be it resolved that:

1. Utility Center shall petition on or before November 15, 1981, the Public Service Commission of Indiana to release a portion of their CTA, the area to be released being shown on Exhibit "A" and being more particularly described as follows:

> Beginning at the Southeast corner of Section 18, Township 30 North, Range 12 East, thence Westerly along the South line of said Section 18 to the intersection with the West boundary line of Highland Gardens' Addition, said West boundary line also being the common township line between Aboite Township and Wayne Township; thence North along said Township line to the intersection of the centerline of Flaugh Ditch; thence meandering Northeasterly along the centerline of Flaugh Ditch to the intersection of the North property line of Lot #2 of Rousseau's 3rd Gardens Addition; thence Easterly along the North property line of said Lot #2 and its extension to the intersection of the West right-of-way line of Getz Road; thence Northerly along said right-of-way to the intersection of the Westerly extension of the South

6' 71

right-of-way line of Northridge Road; thence Easterly with said South right-of-way line of Northridge Road to the intersection of the Southerly extension of the East property line of Lot #30 of Country Club Hills Addition; thence North with said East property line of Lot #30 to the Northeast corner of said Lot #30; thence Easterly along the North property line of Lots #31 through Lot #43 inclusive to a point in the Northwesterly property line of Lot #125 of Country Club Hills Addition; thence Southwesterly along the Northwesterly property line of Lots #124 and #125 of said Country Club Hills Addition to the Westerly most corner of Lot #124; thence Southeasterly along the Southwesterly property line of Lot #124 and its extension to the intersection of the South right-of-way line of Upper Huntington Road (South Bend Drive); thence Northeasterly along the East right-of-way line of said South Bend Drive to the intersection of the South right-of-way of Covington Road thence Easterly along the said South right-of-way line of said Covington Road to the intersection of the centerline of Smith Road, said centerline also being the East line of Section 18, Township 30 North, Range 12 East; thence Southerly with the centerline of said Smith Road to the Southeast corner of said Section 18, also being the Point of Beginning, containing 440± acres more or less.

2. The City shall pay Utility Center a sum not to exceed Five Hundred Dollars ($500) for their efforts to submit this petition to the Public Service Commission of Indiana.

3. Utility Center does hereby immediately permit the City to install the sanitary sewer extensions which have been funded by the Environmental Protection Agency in any of the area described above.

4. In the event that either Utility Center fails to petition the Public Service Commission of Indiana for a release of the area described above or the Public Service Commission of Indiana does not agree to release the area described above to the City, Utility Center shall permit those properties who can connect into the installed sanitary sewer extension to do so without any connection or monthly service charge.

EXECUTED THIS 21 day of October, 1981.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Edward Anderson Bade
Betty R. Collins

ATTEST:
Sandra Kennedy

UTILITY CENTER, INC.

Its V.P.

ATTEST:
Susan J Hiatt

6' 71

Copyright 1959 by Joe H. Sidwell. SIDWELL STUDIO.
West Chicago, Illinois.

WAYNE TWP.

30-12-18

SEC. 18

SCALE: 400 FT. TO 1 INCH T. 30N R.12E OF THE 2nd. P.M.

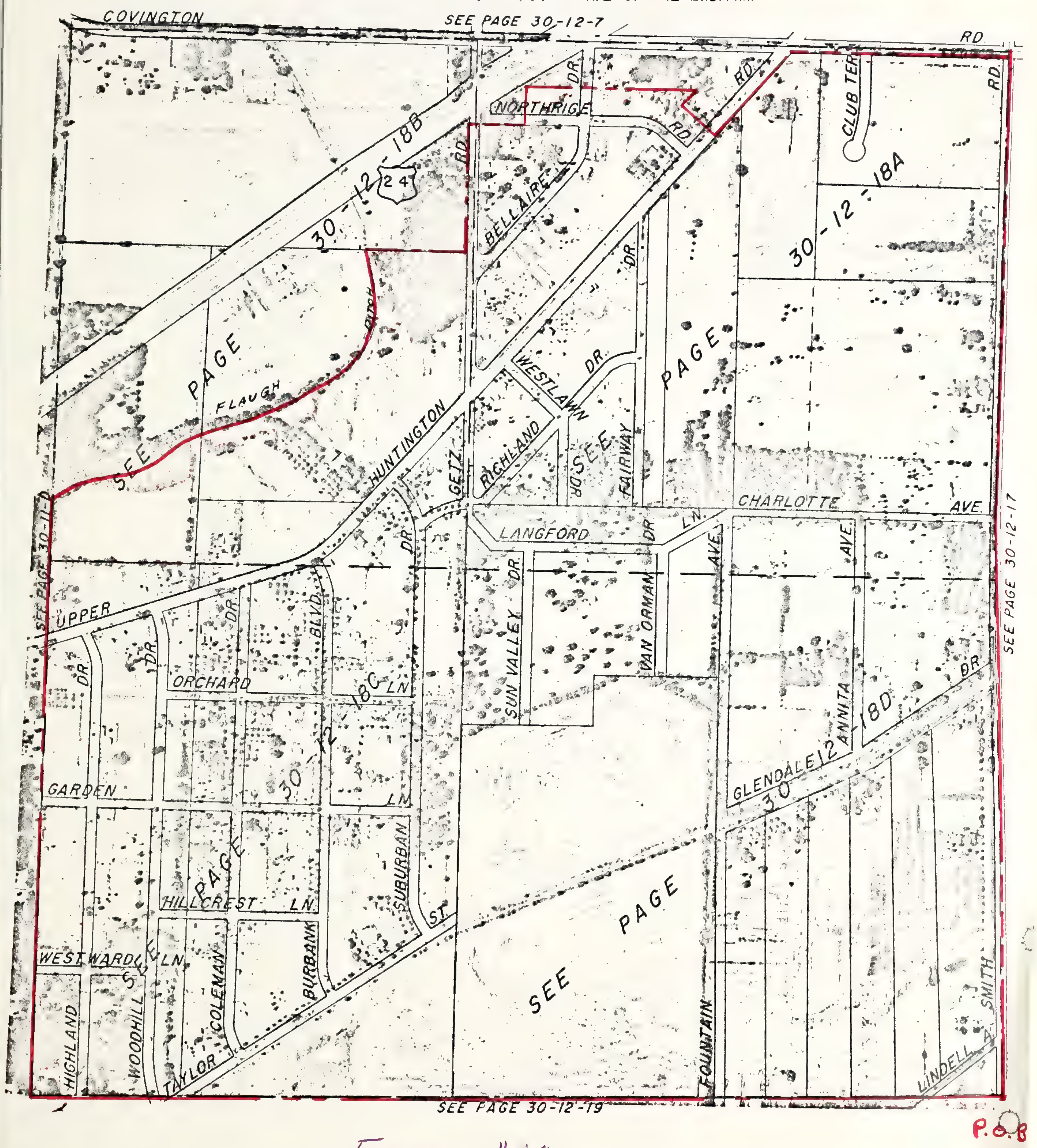
COVINGTON
SEE PAGE 30-12-7
RD.
30-12-18B
24
NORTHRIGE DR.
BELLAIRE RD.
RD.
CLUB TER.
RD.
30-12-18A
WESTLAWN DR.
DR.
DR.
SEE PAGE
FLAUGH
HUNTINGTON
GETZ
RICHLAND
SEE PAGE
FAIRWAY
CHARLOTTE AVE.
LANGFORD DR.
VAN ORMAN DR.
LN.
AVE.
SEE PAGE 30-11-D
UPPER
DR.
DR.
ORCHARD DR.
BLVD.
30-12-18C
LN.
SUN VALLEY DR.
AVE.
ANNITA
GLENDALE
30-12-18D
DR.
SEE PAGE 30-12-17
GARDEN
LN.
SEE PAGE
HILLCREST LN.
SUBURBAN ST.
SEE PAGE
WESTWARD LN.
BURBANK
COLEMAN
HIGHLAND
WOODHILL
TAYLOR
FOUNTAIN
SMITH
LINDELL
SEE PAGE 30-12-19
P.O.B.

Exhibit "A"

71-97-19 H.I
10/21/81

BOARD OF PUBLIC WORKS CONTRACT ON BEHALF OF CITY UTILITIES FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into this 21st day of October, 1981, by and between CITY UTILITIES of the City of Fort Wayne, Indiana ("City Utilities") and ROBERT L. THOMPSON, JR., attorney, witnesseth that:

WHEREAS, on February 5, 1981, the Court of Appeals of Indiana reversed the Order of the Public Service Commission of Indiana ("Commission") in Cause No. 35251 before the Commission, being the matter of a request of Indiana & Michigan Electric Company ("I&M") for increased rates, and remanded said cause to the Commission for further hearing and determination of the proper federal income tax component of I&M's cost of service and other issues, and

WHEREAS, City Utilities has a very substantial electric account with I&M as does the City of Fort Wayne, Indiana, and as do the citizens of the City of Fort Wayne, Indiana, all of which are affected by said Order of the Commission and will be affected by any further Order entered by the Commission upon the remand of said cause, particularly to the extent that such remand proceedings will determine whether and to what extent a refund is due and owing to I&M's customers by reason of error in the initial Order of the Commission, and

WHEREAS, City Utilities has determined that it is in its best interests, as well as those of the City of Fort Wayne, Indiana and its citizens, to appear and participate fully in all proceedings on the remand of Cause No 35251 before the Commission, and

WHEREAS, pursuant to I.C. 18-1-21-4, the Board of Public Works of the City of Fort Wayne, Indiana has the authority to contract for services to be rendered on behalf of City Utilities,

NOW THEREFORE, IT IS HEREBY AGREED THAT:

1. City Utilities, by the Board of Public Works of the City of Fort Wayne, Indiana employs Robert L. Thompson, Jr., an attorney, as its special counsel to represent it in all regards necessary and appropriate before the Commission in connection with the remand proceedings in Cause No. 35251 before the Commission.

6' 71

2. Robert L. Thompson, Jr. agrees to serve in said capacity, and to take such action on behalf of City Utilities, in the name of the City of Fort Wayne, Indiana, as is necessary to present its position and interests in said remand proceeding.

3. City Utilities shall reimburse said attorney, in the performance of said services, for his out-of-pocket expenses incurred, including long distance phone charges, travel, overnight lodging and out-of-town meal expenses, copy and duplication charges, and the like, and shall pay said attorney, for his services, compensation at the rate of $50.00 per hour for work performed in his office, and at the rate of $65.00 per hour for work performed out of his office, in connection with his representation of City Utilities as set forth above. The maximum reimbursement for out-of-pocket expenses and compensation payable to said attorney under this contract shall be the sum of $15,000.00.

Dated this 21st day of October, 1981.

CITY UTILITIES OF THE CITY OF
FORT WAYNE, INDIANA

By ______________________

By Robert Anderson Stalte

By Betty R. Collins

The Board of Public Works of the
City of Fort Wayne, Indiana

By ______________________
Winfield C. Moses, Jr.

Mayor of the City of Fort
Wayne, Indiana

____
Robert L. Thompson, Jr.

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71-97-12 H.I.
10/21/81

Ratified 11/10/81
S-240-81

82-021313

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 21st day of October, 19 81, by and between Ray Lee Anderson, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

WITNESSETH:

1982 DEC 10 AM 10 02
ALLEN COUNTY RECORDER

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Six-hundred and twenty (620) feet of ten (10) inch pipe with one manhole ten (10) feet deep and ten (10) 10 inch by 6 inch tees for future taps.

in accordance with plans, specifications and profiles heretofore submitted to the CITY and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the CITY and known as Reckeweg Sanitary Sewer Extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $10,618.00 composed of $8,060.00 for construction costs; $1,808.00 for engineering services; and $750.00 for legal fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties

DULY ENTERED FOR TAXATION
DEC 10 1982
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

1350

W.P.C.E. Box (Tom)

sixty (60) days after requisite CITY approval. All work and materials shall be subject to inspection by CITY and the right of CITY to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of CITY until final acceptance by CITY. Upon completion, said sewer shall become the property of CITY and CITY shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by CITY, and all further maintenance thereafter shall be borne by CITY.

2. COST OF CONSTRUCTION.

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the CITY will serve the following described real estate:

> West 200' of the North 4.74 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve, Wayne Township, Allen County, Indiana (commonly known as 1611 Reckeweg Road, Fort Wayne, Indiana);
>
> West 200' of the North 2.5 Acres of South 5 Acres, Lot #22 Edsall's Subdivision, Lagro Reserve, Wayne Township, Allen County, Indiana (commonly known as 1629 Reckeweg Road, Fort Wayne, Indiana);
>
> West 200' of the South 2.5 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve, Wayne Township, Allen County Indiana (commonly known as 1639 Reckeweg Road, Fort Wayne, Indiana).

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

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4. CHARGE AGAINST AREA

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A."

In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to CITY in addition to the cost of standard tap-in and inspection fees, and monthly sewage treatment charges customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom, the sum of $.04726758 per square foot for the area served by each connection and use, which represents the prorata share of the cost of the extension of CITY sewer to excess area. Exhibit "B" showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

The amount so collected by the CITY shall be paid by CITY within sixty (60) days of the receipt thereof by CITY to DEVELOPER.

An area connection charge of $300.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for sewer line under Westmoor Park Interceptor Resolution No. 182-67, B. O. 154-67.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

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6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply this this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana, as amended thereto, (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which sections shall govern with respect to any matters not specifically outlined herein.

DEVELOPER:

X Ray Lee Anderson
RAY LEE ANDERSON

CITY OF FORT WAYNE, INDIANA

BY: ______________________
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

BY: ______________________
THOMAS LATCHEM, CHAIRMAN

BY: Roberta Anderson Staten
ROBERTA ANDERSON-STATEN, MEMBER

BY: Betty R. Collins
BETTY COLLINS, MEMBER

ATTEST:

Sandra E Kennedy
SANDRA E. KENNEDY, CLERK

APPROVED AS TO FORM AND LEGALITY:

____
ASSOCIATE CITY ATTORNEY
ASSOCIATE CITY ATTORNEY

PREPARED BY JOHN E. HOFFMAN, ATTORNEY AT LAW

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STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray Lee Anderson, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13th day of October, 19 81.

Patricia Stoddard
NOTARY PUBLIC (Patricia Stoddard)

Resident of Allen County, IN.

My Commission Expires:

January 19, 1982

EXHIBIT "B"

Prorata Share Due From Owners of Property Abutting Reckeweg Road Sanitary Sewer Extension

EXCESS AREA

Lot 21A	East 200' of Lot #21, Edsall's Subdivision, Lagro Res., ex S 3 Acres & ex S 1.47 ft of N 159.4 ft of E 480.2 ft.	Litch, Ernest W. & Sarah A.	31,880 sq ft	$1506.89
Lot 21B	East 200' of 147 S of N 159.4 ft of E 480.2 ft, Lot #21, Edsall's Subdivision, Lagro Res.	Frane, Francis G. & Angeline A.	29,400 sq ft	$1389.67
Lot 21C	East 200' of S 3 Acres Lot #21 Edsall's Subdivision, Lagro Res.	Ross, George C. & Marcia	25,720 sq ft	$1215.72
Lot 24A	East 200' of N 2.5 Acres, Lot #24 Edsall's Subdivision, Lagro Res.	Schumm, John C. & Irma	21,780 sq ft	$1029.49
Lot 23A	West 200' of N 80.25 ft of Lot #23, Edsall's Subdivision, Lagro Res.	Escobeda, Elias S.	16,050 sq ft	$ 758.64
Lot 23B	West 200' of 2.13 Acres N of S 5 Acres Lot #23, Lagro Res.	Bateman, Douglas W. & Jerry K.	12,400 sq ft	$ 586.12

AREA OF DEVELOPER

Lot 22A	West 200' of N 4.74 Acres, Edsall's Subdivision, Lagro Reserve	42,846 sq ft	$2025.23
Lot 22B	West 200' of N 2.5 Acres of S 5 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve	22,280 sq ft	$1053.12
Lot 22C	West 200' of S 2.5 Acres, Lot #22, Edsall's Subdivision, Lagro Reserve	22,280 sq ft	$1053.12
		224,636 sq ft	$10,618.0

The above charges do not include the $300.00 area connection charge.

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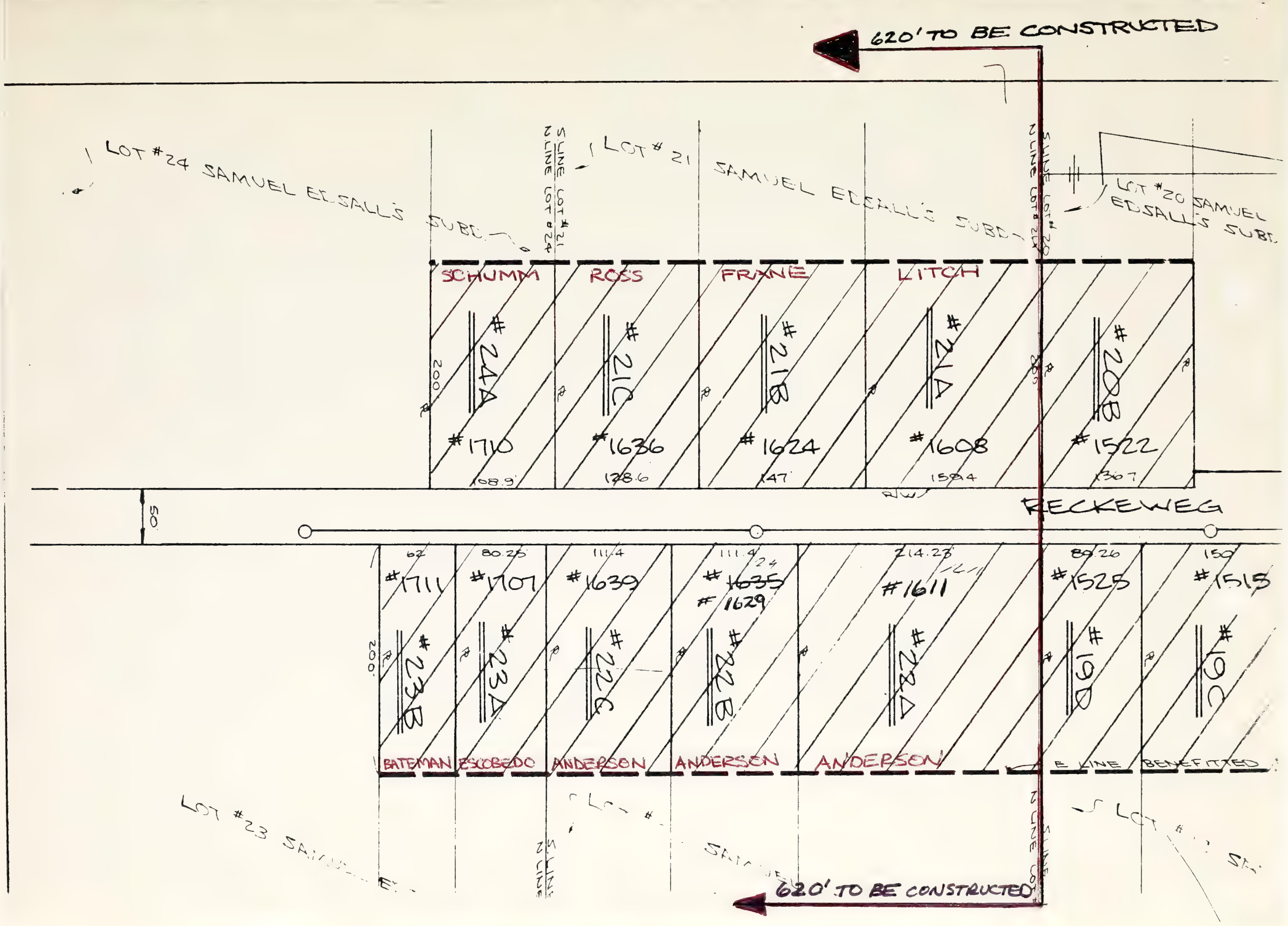
620' TO BE CONSTRUCTED
LOT #24 SAMUEL EDSALL'S SUBD.
S.LINE LOT #21
N.LINE LOT #24
LOT #21 SAMUEL EDSALL'S SUBD.
S.LINE LOT #20
N.LINE LOT #21
LOT #20 SAMUEL EDSALL'S SUBD.
SCHUMM
ROSS
FRANE
LITCH
#24A
#21C
#21B
#21A
#20B
#1710
#1636
#1624
#1608
#1522
200
108.9
128.6
147
159.4
130.7
RW
RECKEWEG
50
62
80.25
111.4
111.4
24
214.23
89.26
150
#1711
#1707
#1639
#1635
#1629
#1611
#1525
#1515
#23B
#23A
#22C
#22B
#22A
#19D
#19C
200
BATEMAN
ESCOBEDO
ANDERSON
ANDERSON
ANDERSON
E LINE BENEFITTED
LOT #23 SAMUEL E
S.LINE
N.LINE
620' TO BE CONSTRUCTED

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71-94-27 H.I.
10/14/81

HOWARD NEEDLES TAMMEN & BERGENDOFF

Ratified 11-10-81
S-241-81

October 9, 1981

Mr. Thomas W. Latchem, Chairman
  and Members of the Board of Public Works
City of Fort Wayne
One Main Street
City-County Building
Fort Wayne, Indiana 46802

Re: Interim Construction Engineering Services Agreement
for Change Orders 25, 26, 27, and 28, Water Quality
Control Project Division I, Water Pollution Control
Plant Additions, Sewage Works Grant No. C180538 01

Attention: Mr. Philip R. Boller
Director of Water Resources

Dear Chairman and Members of the Board of Public Works:

We are pleased to offer construction engineering services for the above referenced project for a period not to exceed 60 days or until such time this agreement is superceded whichever is earlier. Construction engineering services shall consist of shop drawing review and periodic job site meetings with the Owner and the Contractor.

We shall bill for our services on the basis of actual payroll costs (direct salary, plus FICA, IES, and FUC taxes, workmen's compensation insurance, health and accidental group insurance, holidays and vacations) times a multiplier of 2.0 plus expenses per the attached schedule of charges on expenses. Our total billing shall not exceed $6,000 without prior approval of the Board of Public Works. Billings shall be monthly consistent with the firm's accounting periods and shall be payable upon receipt.

Architects Engineers Planners • Formerly offices of H.B. Steeg & Associates • P.O. Box 68567, 3333 Founders Lane, Indianapolis, Indiana 46268, 317 872-3160

Partners H. C. Lamberton, Jr. PE, James F. Finn PE, Paul L. Heineman PE, Gerard F. Fox PE, William M. Wachter PE, George K. Erganian PE, Browning Crow PE, Charles T. Hennigan PE, Edgar B. Johnson PE, Daniel J. Watkins PE, Ralph E. Myers FAIA, Daniel J. Spigai PE, John L. Cotton PE, Francis X. Hall PE, Robert S. Coma PE, Donald A. Dupies PE, William Love AIA, William C. Meredith PE
Associates Daniel J. Appel PE, Robert W. Richards PE, Don R. Ort PE, Frederick H. Sterbenz PE, Robert B. Kollmar PE, Kendall T. Lincoln CPA, Jack P. Shedd PE, Roberts W. Smithem PE, Jack C. Thompson PE, Richard D. Beckman PE, John A. Eggen, Jr. AIA, Lloyd H. Bakan, Harry D. Bertossa PE, Ralph E. Robison PE, Cecil P. Counts PE, Stephen G. Goddard PE, Harvey K. Hammond, Jr. PE, Stanley I. Mast PE, Robert D. Miller PE, Robert W. Anzia PE, Marvin C. Gersten PE, Cary C. Goodman AIA, Walter Sharko PE, Gordon H. Slaney, Jr. PE, James L. Tuttle, Jr. PE, Norman J. Boge PE, James O. Russell, PE
Offices Alexandria, VA, Atlanta, Baton Rouge, Boston, Cape Coral, FL, Casper, Wy, Charleston, SC, Charleston, WV, Chicago, Cleveland, Dallas, Denver, Fairfield, NJ, Houston, Indianapolis, Jacksonville, FL, Kansas City, Los Angeles, Miami, Milwaukee, Minneapolis, Newark, DE, New York, Orlando, Overland Park, KS, Philadelphia, Seattle, Tampa, Tulsa, Manila, Rio de Janeiro

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We are prepared to begin immediately and look forward to assisting you on this project.

Very truly yours,

HOWARD NEEDLES TAMMEN & BERGENDOFF

George K. Erganian

George K. Erganian
Partner

Accepted: October 14, 1981

Board of Public Works
City of Fort Wayne, Indiana

Thomas W. Latchem, Chairman

Betty R. Collins, Member

Robert Anderson Staten

Robert Anderson Staten, Member

GKE:lbr

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71-94-25 H.I.
10/14/81
5-242-81
11/10/81

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the 14th day of October in the year of Nineteen Hundred and Eighty-One (1981)

BETWEEN the Owner:

Board of Public Works
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

and the Architect:

Moake Sheldon Kratzat & Associates, Inc.
2214 Inwood Drive
Fort Wayne, Indiana 46815

For the following Project:
(Include detailed description of Project location and scope.)

Renovation and addition to the existing Sewer Maintenance Facility located at 445 East Wallace Street, Fort Wayne, Indiana, in accordance with approved design dated April 28, 1981.

The Owner and the Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

~~.1 SCHEMATIC DESIGN PHASE~~

~~**.1.1** The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.~~

~~**.1.2** The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.~~

~~**.1.3** The Architect shall review with the Owner alternative approaches to design and construction of the Project.~~

~~**.1.4** Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.~~

~~**.1.5** The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.~~

~~.2 DESIGN DEVELOPMENT PHASE~~

~~**.2.1** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.~~

~~**.2.2** The Architect shall submit to the Owner a further Statement of Probable Construction Cost.~~

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

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contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

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with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

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other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

.1 20 percent if termination occurs during the Schematic Design Phase; or

.2 10 percent if termination occurs during the Design Development Phase; or

.3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of None dollars ($ -0-)
shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

Basic Compensation shall be based on an hourly rate of thirty-six dollars ($36.00) per hour.

Consultant Services, including Mechanical and Electrical Services, and those provided under subparagraph 1.7.21, shall be a multiple of one and fifteen hundreths (1.15) times the amount billed to the Architect for such services.

Billings shall be on a monthly basis and payments are due upon receipt of invoice.

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Does not apply.

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

At an hourly rate of thirty-six dollars ($36.00) per hour.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and fifteen hundreths (1.15) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of one and ten hundreths (1.10) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

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ARTICLE 15

OTHER CONDITIONS OR SERVICES

We hereby agree that the total cost of the Basic Services as described in Paragraphs 1.3 through 1.5 shall not exceed the sum of Twelve Thousand and Twenty dollars ($12,020.00).

For the execution of this agreement, the work shall proceed in stages only with written authorization from the Owner to proceed. The work shall be divided into phases with the respective maximum costs as follows:

Construction Document Phase	$ 7,825.00
Bidding Phase	1,055.00
Construction Phase	3,140.00
Total Basic Services	$12,020.00

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This Agreement entered into as of the day and year first written above.

OWNER
Board of Public Works
City of Fort Wayne

BY
Thomas W. Latchem

BY Roberta Anderson Staten
Roberta Anderson Staten

BY Betty R. Collins
Betty R. Collins 10/14/81

ARCHITECT
Moake Sheldon Kratzat & Associates, Inc.

BY Allen C. Sheldon Jr.
Allen C. Sheldon, Jr., President

BY Richard L. Moake
Richard L. Moake, Secretary

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71-93-17 H. I.
10/14/81

Pine Hills Church

11331 COLDWATER ROAD, FORT WAYNE, IN 46825

EVANGELICAL MENNONITE

PASTOR – BRYCE WINTEREGG

Office: 637-6919
Parsonage: 637-3447

October 12, 1981

Board of Public Works
Room 920
City-County Building
Fort Wayne, Indiana 46802

Attention: Members of the Board

Subject: Area Connection Fees by Resolution No. 61-140-11

Dear Members of the Board:

The Pine Hills Evangelical Mennonite Church is in the process of being connected to the sewer project coming into the Mardego Hills Area.

Following is the description of our property taken from Warranty Deed, 12833, Book 727, page 598:

> *The Northeast ¼ of the Southeast ¼ of the Northeast ¼ of Section 33, Township 32 North, Range 12 East, in Allen County, Indiana, except the West 342.3 feet of the North 381.8 feet and except a private road 30 feet wide running East and West along the centerline of the East ½ of the Northeast ¼, being more particularly described as follows:*
>
> *Commencing at the Northeast corner of the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of Section 33, Township 32 North, Range 12 East; thence South along the East line of the Northeast ¼ of said section, 673.5 feet to the Southeast corner of the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of said Section; thence West 664.5 feet to the Southwest corner of the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of said Section; thence North along the West line of the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of said Section 290.2 feet; thence East, 342.3 feet to a point situated 381.8 feet South of the North line of the Northeast ¼ of the said Southeast ¼ of the Northeast ¼ of said Section; thence North 381.8 feet to the North line of the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of said Section; thence East 321.2 feet to the place of beginning. Containing 7.25 acres of land and subject to Badiac Road and U. S. Highway #27 right-of-way.*

We respectively request a deferment in payment of the Area Connection Fees for a portion of the above described 7.25 acres of land.

6 15

RECEIVED

OCT [illegible] 1981

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

Board of Public Works
Page Two

At the present time, we have developed and are capable of financing the Area Connection Fees for the 3.25 acres on which the parsonage and Pine Hills Church are located.

At the time that we have any expansion program implemented using that acreage, it is understood that we will pay the Area Connection Fees as established by the Board of Public Works for the remaining acreage.

If the Board of Public Works agrees to allow this deferment, please sign at appropriate space provided below.

Respectively yours,

Ronald J Habegger
Ronald Habegger,
Pine Hills Church Chairman

Donald Frey,
Pine Hills Trustee Chairman

DEFERMENT APPROVED THIS 14th DAY OF October, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

IT IS UNDERSTOOD THAT AREA CONNECTION FEES IN THE AMOUNT OF $475.00 PER ACRE FOR THE 3.25 ACRES OF DEVELOPED LAND, GENERATING A $1543.75 PAYMENT, IS TO BE DUE AT THE TIME THE SEWER CONSTRUCTION PERMIT IS SUBMITTED TO THE BOARD.

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OCT [illegible] 1981

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

Memorandum

To BOARD OF PUBLIC WORKS Date OCTOBER 13, 1981

From C. DUANE EMBURY, P. E., CHIEF WATER POLLUTION CONTROL ENGINEER

Subject PINE HILLS CHURCH - MARDEGO HILLS AREA - RESOLUTION NO. 313-80

COPIES TO:

BOLLER
BEHRANA
FILE - RES.313
FILE - RES. 61-140-11 MARDEGO-MANDEGO

CHRONO

Attached for the Board's review and approval is a request from Pastor Bryce Winteregg for a Deferment of Area Connection Fees due Resolution No. 61-140-11, St. Joe Study Area. Pastor Winteregg had some meetings with the former Chairman, Mark Akers, in the spring of this year in an effort to induce the City to extend sanitary sewers that were being constructed under Resolution No. 313-80.

Due to the fact that the aforementioned sanitary sewer extension did cause problems with the ongoing Federal effort, this Department recommended that the Pine Hills Church approach the City at the time Resolution No. 313-80 was nearing completion. Former Chairman Akers agreed with this Department's recommendation.

It is this Department's recommendation that the Board honor the Pine Hills request and defer payment of Area Connection Fees on the 4.0 acres of undeveloped land, but require connection fees for the developed 3.25 acres of land.

If the Board concurs, please execute the attached form and return a copy to this office.

Sincerely,

C Duane Embury

C. Duane Embury, P. E.
Chief Water Pollution Control Engineer

cde/ep

Enc: 1

BOARD OF PUBLIC WORKS
RECEIVED
OCT 13 1981

71-93-17 H.I.
10/14/81

71-92-13

B-III:ml 9/24/81

71-92-13 H.I
10/14/81

AMENDED AND RESTATED ASSIGNMENT OF PARKING LEASE AND SUBLEASE (I&M)

This Assignment and Sublease is made this 14th day of Oct., 1981, by Indiana & Michigan Electric Company ("Assignor"), an Indiana corporation having its principal office at 2101 Spy Run Avenue, Fort Wayne, Indiana 46805, and One Summit Associates ("Assignee"), a Massachusetts limited partnership having its principal office at 225 Franklin Street, Boston, Massachusetts 02110 (in care of Winthrop Financial Co., Inc.).

This Assignment and Sublease arises out of the following circumstances:

On October 25, 1978, Indiana Franklin Realty, Inc., an affiliate of Assignor, granted to Assignee a parking easement which was recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978, as Document No. 78-35498 ("Parking Easement"). Assignee is constructing a building on the real estate described on Exhibit B attached to the Parking Easement ("One Summit Square"), and has leased certain of the space in One Summit Square to Assignor as Lessee under Lease dated October 25, 1978 ("Assignor's Space Lease"), a Memorandum of which Lease was recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978, as Document No. 78-35496. Under the Parking Easement, Assignor had the prior right to use the land subject to the Parking Easement for parking in connection with its use of One Summit Square. Peoples Trust Bank ("PTB") has granted a similar parking easement to Assignee and has entered into a similar space lease with Assignee ("PTB Space Lease"), a Memorandum of which Lease was recorded on the same date as Assignor's Space Lease in the same Office as Document No. 78-35497.

Assignor and PTB have conveyed the north half of the real estate subject to the parking easements (as described on Exhibit A attached to this Assignment) to the City of Fort Wayne for the construction of the Fort Wayne Municipal Parking Garage ("Parking Garage"), and the City as Landlord has granted a lease of spaces ("Assignor's Parking Spaces") in the Parking Garage to Assignor as Tenant by Lease dated August 3, 1979 and recorded in the Office of the Recorder of Allen County, Indiana on September 23,, 1981 as Document No. 81-019414 as amended by Amendment to Lease dated November 14, 1980 and recorded in said Recorder's Office on September 23, 1981 as Document No. 81-019415, ("Assignor's Parking Lease") and a lease of other parking spaces to PTB as Tenant by Lease dated August 3, 1979, and recorded in said Office on September 23, 1981 as Document No. 81-019412 as amended by Amendment to Lease dated November 4, 1980 and recorded in said Recorder's Office on September 23, 1981 as Document No. 81-019413, ("PTB's Parking Lease"). The term of each of the Leases has

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commenced and each of the Parking Easements has terminated by its own terms.

The Parking Spaces are necessary to satisfy the parking space requirements of the zoning ordinance of the City of Fort Wayne with respect to One Summit Square, and therefore it is desirable for Assignor to assign Assignor's Parking Lease to Assignee. However, the parties hereto intend that the right to use Assignor's Parking Spaces under Assignor's Parking Lease run with the right to occupy the premises leased under Assignor's Space Lease and therefore it is desirable for Assignee to sublease Assignor's Parking Spaces to Assignor.

ARTICLE I

ASSIGNMENT

Therefore, in consideration of the premises and for value received, Assignor hereby grants, transfers, and assigns to Assignee all of the right, title and interest of Assignor in and to Assignor's Parking Lease, and all amendments thereof and supplements thereto; provided, however, that Assignee shall reassign Assignor's Parking Lease, and shall assign PTB's Parking Lease, to Assignor and Assignor shall accept such reassignment and such assignment and shall indemnify Assignee against all liability thereafter accruing under either Assignor's Parking Lease or PTB's Parking Lease, if:

(a) As provided in the condition and covenant contained in the Agreement by and among Assignor, PTB, Assignee and Irving Trust Company, which is referred to in the Deed by Peoples Trust Bank to Assignee recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978, as Document No. 78-35491 and also in the Deed of Indiana Franklin Realty, Inc. to Assignee recorded in said Recorder's office on November 3, 1978, as Document No. 78-35492, the real estate conveyed to Assignee by said two deeds shall be reconveyed, by the deed placed in escrow with Irving Trust Company as recited in said two deeds to Assignee, to such entity or entities as Assignor and PTB shall jointly direct if the conditions of such Agreement are not met as therein set forth; provided, however, that any such reconveyance shall be made no later than March 31, 1982, as evidenced by the recording of said deed on or before said date in the Office of the Recorder of Allen County, Indiana, and no extension of such date shall be effective unless contained in a document executed by the parties to such Agreement and recorded in the Office of the Recorder of Allen County, Indiana on or before March 31, 1982; or

(b) Assignor, or its designee, acquires the entire interest of Assignee in One Summit Square pursuant to any of the options or obligations to purchase set forth in Assignor's Space Lease (other than the option contained in Article 13(c) of Assignor's Space Lease);

provided further, however, that if both Assignor and PTB, or their designees, are grantees in said deed or together acquire One Summit Square pursuant to any of said options or obligations, Assignee shall reassign to Assignor only Assignor's Parking Lease; and Assignee hereby grants Assignor an irrevocable power of attorney, coupled with an interest, to execute any such reassignment and such assignment on Assignee's behalf.

ARTICLE II

SUBLEASE

2.1. Assignee hereby subleases Assignor's Parking Spaces and all rights of ingress and egress thereto to Assignor for the term commencing when the Initial Term of the Parking Lease commences and ending on the earlier of (i) one full day before the expiration of the Initial Term of Assignor's Parking Lease and (ii) the expiration or termination of the term (as renewed if renewed) of Assignor's Space Lease; provided, however, that in the event of termination of Assignor's Space Lease pursuant to any of the options or obligations to purchase set forth therein, the terms of this Sublease shall terminate only upon the reassignment to Assignor of Assignor's Parking Lease.

2.2. As sublessee Assignor agrees that during the entire term of this Sublease and all renewals thereof:

(a) It will pay directly to the landlord under Assignor's Parking Lease, as rent under this Sublease, the rent owing under Assignor's Parking Lease when due thereunder (such rent to be reduced by any credit to which the tenant is entitled pursuant to the provisions of Section 3 of Assignor's Parking Lease), will accept as additional Assignor's Parking Spaces under this Sublease all spaces which the tenant is obligated to accept under Article IV of Assignor's Parking Lease, will faithfully abide by, perform, and discharge each and every obligation, covenant, and agreement of Assignor's Parking Lease (as amended if amended) to be performed by the tenant thereunder, and at its sole cost and expense will enforce and secure the performance of each and every obligation, covenant, condition, and agreement of Assignor's Parking Lease (as amended if amended) to be performed by the landlord.

(b) It will promptly give Assignee a copy of any written notice received by Assignor from the landlord under Assignor's Parking Lease, notify Assignee of any oral notice received by it from the landlord, and promptly confirm such oral notice in writing to Assignee.

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(c) It will, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with Assignor's Parking Lease (as amended if amended) or the obligations, duties, or liabilities of either the tenant or the landlord thereunder, and pay all costs and expenses of Assignee, including attorney's fees, in any action or proceeding concerning Assignor's Parking Lease in which Assignee may appear.

(d) Should Assignor fail to do any act as herein provided, then Assignee may, but without obligation to Assignor to do so and without notice to or demand on Assignor and without releasing Assignor from any obligation hereof, do the same in such manner and to such extent as Assignee may deem necessary to protect its rights hereunder and under Assignor's Parking Lease, including, specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect its rights or powers under Assignor's Parking Lease, and in exercising any such powers to pay necessary costs and expenses, employ attorneys, and incur and pay reasonable attorney's fees.

(e) It will pay immediately upon demand all sums expended or incurred by Assignee under the authority hereof, together with reasonable attorney's fees incurred in the collection thereof.

2.3. Assignor will, at the same time as it exercises any option to renew the term of Assignor's Space Lease, exercise, by use of its power under Paragraph 2.4 hereof, the renewal option under Assignor's Parking Lease, so that the term of this Sublease shall be coterminous with the term of Assignor's Space Lease (excluding the last day of said term of Assignor's Space Lease), and will furnish Assignee with a copy of its notice to the landlord of said exercise. If Assignor fails to renew the term of Assignor's Parking Lease at the time required hereby, Assignee may renew it with the same effect as if it had been renewed by Assignor as required by this Paragraph 2.3 and Assignee may negotiate any changes in rent in connection therewith in accordance with the terms of Section 3 of Article V of Assignor's Parking Lease.

2.4. Assignee grants Assignor, during and only during the term of this Sublease, as renewed if renewed, and only when either (a) Assignor is not in default under this Assignment and Sublease or (b) Assignor is in default under this Assignment and Sublease but the time provided herein within which to take action to cure such default has not expired, an irrevocable power of attorney, coupled with an interest, (1) to negotiate any escalation or reduction of rent provided for in Sections 3 and 4 of Article III of Assignor's Parking Lease, (2) to exercise the right to sublet Assignor's Parking Spaces for a term not exceeding the term of this Sublease, excluding the last day thereof, (3) to exercise all the rights and to pursue all the remedies

afforded to the tenant under Assignor's Parking Lease, and (4) to exercise any renewal option which may then be exercised under Article V of Assignor's Parking Lease and to negotiate any changes in rent in connection therewith in accordance with the terms of Section 3 of Article V of Assignor's Parking Lease; and Assignor and Assignee agree that, upon any renewal, either by Assignor or by Assignee at Assignor's request, of the term of Assignor's Parking Lease, the term of this Sublease shall be renewed for a term commencing upon the expiration of the then current term of this Sublease and ending on the earlier of (i) one full day before the expiration of the renewal term of Assignor's Parking Lease and (ii) the expiration or termination of the term (as renewed if renewed) of Assignor's Space Lease. The provisions of this Paragraph 2.4:

> (i) do not prevent Assignee's exercise of any renewal option under Article V of Assignor's Parking Lease either because of Assignor's failure to renew the term thereof as required by Paragraph 2.3 hereof or for Assignee's own account in anticipation of the expiration or termination of the term of this Sublease; and
>
> (ii) do not permit the amendment of Assignor's Parking Lease [for Assignor's right of amendment see Paragraph 3.3].

2.5 Assignee will promptly give Assignor a copy of any written notice received by Assignee from the landlord under Assignor's Parking Lease, notify Assignor of any oral notice received by it from the landlord, and promptly confirm such oral notice in writing to Assignor.

ARTICLE III

ADDITIONAL AGREEMENTS

It is mutually agreed that:

3.1. This Assignment is an absolute assignment, not the creation of a security interest or a lien, takes effect immediately, is not conditioned upon default by Assignor or the occurrence or non-occurrence of any other event and is irrevocable.

3.2. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liabilities, loss, or damage which Assignee may incur under Assignor's Parking Lease (as amended if amended), or under or by reason of this Sublease, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligation or undertaking on its part to perform or discharge any of the terms, covenants, or agreements contained in Assignor's Parking Lease, and should Assignee incur any such liability, loss, or damage under Assignor's Parking Lease, or under or by reason of this Sublease, or in the defense of any such claims or demands, the

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amount thereof, including costs, expenses and reasonable attorney's fees, shall be paid by Assignor immediately upon demand by Assignee; provided, however, that (a) Assignor shall be entitled to a credit against its obligation to indemnify Assignee hereunder if and to the extent that Assignee receives net income from the use of Assignor's Parking Spaces pursuant to Assignor's Parking Lease, (b) the indemnification provisions of this paragraph shall not be applicable to any obligation, duty or liability under Assignor's Parking Lease or this Sublease which accrues after either (i) the expiration or termination of the term (as renewed if renewed) of Assignor's Space Lease for reasons other than Assignor's default or (ii) if the term of Assignor's Space Lease shall have terminated by reason of Assignor's default, the expiration of the then current term of Assignor's Parking Lease as the same may have been renewed (either by Assignor or by Assignee, or its successors or assigns, at Assignor's request) at or before the time of such termination of the term of Assignor's Space Lease and (c) the indemnification provisions of this paragraph shall not be applicable to any obligation, duty or liability which arises out of Assignee's willful misconduct.

3.3. Assignee grants Assignor an irrevocable power of attorney, coupled with an interest, to enter into an agreement with the City of Fort Wayne amending Assignor's Parking Lease provided that, unless Assignee gives its written consent thereto, (i) such amendment is effective only during the term, as renewed if renewed, of this Sublease, (ii) such amendment is not binding upon Assignee or any of its successors or assigns after the termination or expiration of the term of this Sublease and all renewals thereof and (iii) such amendment does not jeopardize, diminish or in any way affect the rights of Assignee or any of its successors or assigns; and this Sublease shall be deemed amended to the same extent.

3.4. Assignor's obligations under Article II hereof are to pay the rent and perform the obligations of the tenant as set forth in Assignor's Parking Lease on the date of this Assignment and Sublease (and as Assignor's Parking Lease may be amended either pursuant to Paragraph 3.3 of this Article III or by Assignee, or its successors or assigns, at Assignor's request); and no amendment of Assignor's Parking Lease made by Assignee, or its successors or assigns, with the City of Fort Wayne without Assignor's written consent shall increase Assignor's obligations or liability under this Sublease or jeopardize, diminish or in any way affect its rights as sublessee.

3.5. Defaults by Assignor

(a) Events of Default. If during any term of this Sublease there shall occur any of the following events: (i) if Assignor shall fail to pay any installment of rent or to perform or observe any other requirement of this Sublease and Assignor shall have failed to cure the default within seven (7) days after Assignee gives Assignor written notice

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of the default or within such longer time as may reasonably be required to effect such cure so long as Assignor within said seven (7) day period commences that action necessary to effect such cure and diligently prosecutes such action to completion, provided, however, that Assignor shall not be entitled to notice of more than five (5) separate defaults under this Sublease during the Initial Term of Assignor's Parking Lease (but notices received pursuant to Paragraph 2.5 of Article II hereof shall not constitute notices of default within the meaning of this Subparagraph) and after Assignee has given Assignor notice of five (5) separate defaults, the requirement for notice under this clause (i) shall be suspended for the balance of the Initial Term of Assignor's Parking Lease; or (ii) if the interest of Assignor in Assignor's Parking Spaces shall be sold under execution or other legal process; then in any such event, but only during the continuation thereof, Assignee may, at Assignee's option, give Assignor written notice of termination of this Sublease (and shall have the immediate right to re-enter and take possession of any or all of the premises), and the term of this Sublease and all the right, title and interest of Assignor hereunder, shall terminate upon the date of the giving of such notice, or the date of such re-entry and taking possession, as fully and completely as if such date were the date herein fixed for the expiration of the term of this Sublease, without prejudice, however, to the right of Assignee to exercise all other available legal remedies and without discharging Assignor from any of its accrued liabilities hereunder.

(b) Re-Letting by Assignee; Other Remedies. In the event that the term of this Sublease has been terminated by reason of Assignor's default as herein provided or by reason of the termination of Assignor's Space Lease because of Assignor's default thereunder, Assignor hereby agrees that Assignee may re-let Assignor's Parking Spaces or any part thereof from time to time, for the remainder of the term hereof, or for such shorter or longer period, and upon such conditions, as Assignee may determine, provided that such reletting is a result of arm's length negotiation. Assignee agrees to use reasonable efforts to so re-let Assignor's Parking Spaces. Assignor agrees to pay to Assignee, on demand, all reasonable legal and other expenses incurred by Assignee in obtaining possession of Assignor's Parking Spaces and all reasonable costs of reletting the same (other than lease take-over and new tenant moving expenses) including reasonable commissions therefor. Assignor further agrees in such event to remain liable for and pay all rent herein reserved, less the net amount of rent, if any, which shall be collected and received by Assignee from Assignor's Parking Spaces, for and during the balance of the then current term hereof as the same may have been renewed (either by Assignor or by Assignee, or its successors or assigns, at Assignor's

request) at or before the time of such termination of the term of this Sublease. Assignee may sue for and collect the amount which may be due pursuant to the provisions of this Subparagraph from time to time as Assignee may elect, and Assignor expressly agrees that any such suit shall not bar or in any way prejudice the rights of Assignee to enforce the collection of the amount due at any time or times thereafter by a like or similar proceeding. The right of Assignee to recover from Assignor the amount hereinabove provided for shall survive the termination hereof. In the event of any termination of the term of this Sublease as provided herein, Assignor hereby expressly waives service of any notice of intention to re-enter that may be required by law, any and all rights to recover or regain possession of Assignor's Parking Spaces or to reinstate or to redeem this Sublease or other right of redemption and the benefits of any exemption as permitted or provided by or under any statute, law or decision now or hereafter in force and effect, in case Assignor shall be dispossessed by a judgment or by warrant of any court or judge. The word "re-enter" as used herein shall not be limited to its strict legal meaning.

No remedy herein conferred upon or reserved to Assignee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

In the event of any termination of the term of this Sublease as provided herein or as otherwise permitted by law, Assignor shall peaceably quit and surrender Assignor's Parking Spaces to Assignee, and Assignee may without further notice enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same as if this Sublease had not been made. In any such event, neither Assignor nor any person claiming through or under Assignor, by virtue of any statute or of an order of any court, shall be entitled to possession or to remain in possession of Assignor's Parking Spaces, but shall forthwith quit and surrender Assignor's Parking Spaces.

(c) Assignee's Right to Perform. In the event of any default by Assignor in performance of or compliance with any covenant, agreement, obligation or condition herein contained, other than for the payment of money, Assignee shall have the right at its election, after no less than 30 days' written notice to Assignor and failure of Assignor to remedy such default within said 30 day period (or such additional time as may be reasonably required), to perform the same for the account of and at the expense of Assignor. If Assignee at any time is required or elects to pay any sum of money or to do any act requiring the payment of any sum of money, by

reason of the failure of Assignor to perform or comply with any provision of this Sublease, or if Assignee is required or elects to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default by Assignor hereunder, the sum or sums so paid or incurred by Assignee shall be due and payable by Assignor to Assignee as additional rent (in addition to all other sums specified in this Sublease) upon demand.

(d) No Waiver, Etc. No waiver by Assignee of any breach by Assignor of any of Assignor's covenants, agreements or obligations under this Sublease shall operate to waive any subsequent breach thereof or to waive or affect any breach of any other covenant, agreement, or obligation of Assignor hereunder, nor shall any forbearance by Assignee waive any of its rights and remedies with respect to such or any subsequent breach nor in any other manner operate to the prejudice of Assignee. A receipt by Assignee of any rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Sublease shall not be deemed a waiver of such breach, and no waiver by Assignee of any provision of this Sublease shall be deemed to have been made unless expressed in writing by Assignee. In the event Assignor shall be in default in the performance of any of its obligations under this Sublease, and an action shall be brought for the enforcement thereof in which it shall be determined that Assignor was in default, Assignor shall pay to Assignee all the expenses incurred in connection therewith including reasonable attorney's fees, without relief from valuation or appraisement laws.

3.6. This Assignment and Sublease applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. No partner of Assignee or of its general partner, Linnaeus Realty Company, shall be personally liable for the observance or performance of Assignee's obligations under this Assignment and Sublease, all such liability by them being limited to the partnership assets of Assignee.

3.7. All notices, demands or documents of any kind which either Assignee or Assignor may be required to or may desire to serve upon the other party hereunder may be served by delivering the same to the party being served personally, or by leaving a copy of such notice, demand, or document addressed to the party being served at its address appearing above, or by mailing a copy of such notice, demand or document by registered mail, postage prepaid, return receipt requested, addressed to the party being served at its address appearing above, or to such other address that may have been furnished in writing for this purpose to the party making service by the party being served.

3.8. Any assignment of Assignor's Parking Lease by Assignee is subject to the rights of Assignor under this Sublease.

3.9. This Amended and Restated Assignment and Sublease amends and supplements, and entirely restates, the Assignment of Lease given by Assignor to Assignee and dated October 5, 1979, covering Assignor's Parking Lease.

Assignor warrants that it has full right to sell, transfer, assign and set over Assignor's Parking Lease to Assignee and its successors and assigns.

IN WITNESS WHEREOF, Indiana & Michigan Electric Company and One Summit Associates have caused this instrument to be duly signed by the undersigned thereunto duly authorized on the day and year first above written.

INDIANA & MICHIGAN ELECTRIC COMPANY

By William A. Black
William A. Black, President

ATTEST:

By A H Stuhlman
A. H. Stuhlmann, Assistant Secretary

ONE SUMMIT ASSOCIATES,
a Massachusetts limited partnership

By: LINNAEUS REALTY COMPANY,
as general partner

By
David C. Hewitt, Partner

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM A. BLACK and A. H. Stuhlmann, known to me to be the President and Assistant Secretary, respectively, of INDIANA & MICHIGAN ELECTRIC COMPANY, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers,

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respectively, and that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

WITNESS my hand and notarial seal this 6th day of October, 1981.

Carol K. Putman
Carol K. Putman, Notary Public

My Commission Expires: September 29, 1982

My County of Residence: Whitley County, Indiana

STATE OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID C. HEWITT, known to me to be a Partner of LINNAEUS REALTY COMPANY, a partnership, and acknowledged his execution of the foregoing instrument to be his free and voluntary act and deed as a duly authorized general partner of LINNEAUS REALTY COMPANY, and as the free and voluntary act and deed of LINNAEUS REALTY COMPANY as the duly authorized general partner of ONE SUMMIT ASSOCIATES.

WITNESS my hand and notarial seal this 29th day of September 1981.

Robert C. Santomenna
ROBERT C. SANTOMENNA Notary Public

My Commission Expires: November 30, 1984

My County of Residence: Middlesex

This instrument was prepared by James M. Barrett III, John D. Hamilton, Jr., William P. Fagan, and David G. Hume, Attorneys.

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B-III:ml 9/24/81

Exhibit A to Amended and Restated
Assignment of Parking Lease and
Sublease (I&M) between Indiana &
Michigan Electric Company, as Assignor,
and One Summit Associates, as Assignee,
Dated ______________, 1981.

Lots Numbered 106 through 112, inclusive, in Hanna's First Addition (also known as Hanna's Addition) to the City of Fort Wayne, Allen County, Indiana, being the north half of the block in Downtown Fort Wayne bounded by Washington Boulevard, Calhoun Street, Jefferson Boulevard and Clinton Street and being that real estate conveyed by the City of Fort Wayne, Department of Redevelopment, to the City of Fort Wayne, Indiana, by Deed dated October 8, 1979, and recorded in the office of the Recorder of Allen County, Indiana, on October 9, 1979, as Document No. 79-30947.

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B-III:ml 10/12/81

CONSENT AND AGREEMENT

The undersigned, the landlord named in Assignor's Parking Lease described in the foregoing Amended and Restated Assignment of Parking Lease and Sublease, for value received, and upon the condition that Assignor shall remain liable for the payment of all rent and other sums payable under Assignor's Parking Lease, hereby consents to said Assignment and Sublease and each and all of the provisions thereof applicable to the undersigned and covenants and agrees:

1. that it will deliver to the Assignee, in care of Winthrop Financial Co., Inc., 225 Franklin Street, Boston, Massachusetts 02110, or at such other address as the Assignee shall designate, all notices of default, demands, statements, documents, and other communications given,made, delivered to, or served upon the Assignor under Assignor's Parking Lease, and if any subsequent assignee shall give the undersigned written notice of the assignment to it of the Assignee's rights under the foregoing Assignment and of an address for such subsequent assignee, the undersigned shall thereafter deliver to such subsequent assignee all notices of default, demands, statements, documents, and other communications given, made, delivered to, or served upon the Assignor and will deliver duplicate original copies thereof to Assignee; and

2. that, with prejudice to any of the rights of the Assignee, or its successors or assigns, as tenant under Assignor's Parking Lease, it will accept payment of all rent by the Assignor and the performance by the Assignor of all other obligations of the tenant under the Assignor's Parking Lease as the performance of the Assignee, its successors and assigns, as tenant so long as the Assignor has the obligation to pay rent as sublessee; and

3. that the Assignee shall be liable for the payment of all rental and the performance of the Lessee's obligations under Assignor's Parking Lease in the event of Assignor's default in such payment or performance; and

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4. that except for the giving of notice to Assignee pursuant to paragraph 1 hereof, the undersigned shall have no responsibilities other than those set forth in said Parking Lease, its remedies shall not be reduced altered or amended, and Assignor shall acquire no greater or additional rights over and above the rights of the Lessee as set forth in said Parking Lease.

By
THOMAS W. LATCHEM, CHAIRMAN

By Roberta Anderson Staten
ROBERTA ANDERSON STATEN, MEMBER

By Betty R. Collins
BETTY R. COLLINS, MEMBER

ATTEST:

Sandra E Kennedy
SANDRA E. KENNEDY, CLERK
FOR THE BOARD OF PUBLIC WORKS

APPROVED:

WIN MOSES, JR., MAYOR

APPROVED AS TO FORM AND LEGALITY:

RICHARD I. SNOUFFER, ASSOCIATE
CITY ATTORNEY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Puplic in and for said County and State, personally appeared WINFIELD C. MOSES, JR., Mayor of the City of Fort Wayne, Indiana, and Thomas W Latchem, Roberta Anderson Staten & Betty R Collins known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk for said Board, who executed the foregoing Consent and Agreement, and acknowledged to me that they did so execute the same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members, and Clerk, respectively,

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and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of October, 1981.

Anne J. Fox
Notary Public
Resident of Allen County, Ind.

I am a resident of Allen County, Indiana and my commission expires: 3-6-84.

This instrument was prepared by James M. Barrett III, John D. Hamilton, Jr., William P. Fagan, and David G. Hume, Attorneys.

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B-III:ml 10/14/81

CONSENT AND AGREEMENT

The undersigned, the landlord named in Assignor's Parking Lease described in the foregoing Amended and Restated Assignment of Parking Lease and Sublease, for value received, and upon the condition that Assignor shall remain liable for the payment of all rent and other sums payable under Assignor's Parking Lease, hereby consents to said Assignment and Sublease and each and all of the provisions thereof applicable to the undersigned and covenants and agrees:

1. that it will deliver to the Assignee, in care of Winthrop Financial Co., Inc., 225 Franklin Street, Boston, Massachusetts 02110, or at such other address as the Assignee shall designate, all notices of default, demands, statements, documents, and other communications given, made, delivered to, or served upon the Assignor under Assignor's Parking Lease, and if any subsequent assignee shall give the undersigned written notice of the assignment to it of the Assignee's rights under the foregoing Assignment and of an address for such subsequent assignee, the undersigned shall thereafter deliver to such subsequent assignee all notices of default, demands, statements, documents, and other communications given, made, delivered to, or served upon the Assignor and will deliver duplicate original copies thereof to Assignee; and

2. that, without prejudice to any of the rights of the Assignee, or its successors or assigns, as tenant under Assignor's Parking Lease, it will accept payment of all rent by the Assignor and the performance by the Assignor of all other obligations of the tenant under the Assignor's Parking Lease as the performance of the Assignee, its successors and assigns, as tenant so long as the Assignor has the obligation to pay rent as sublessee.

3. that except for the giving of notice to Assignee pursuant to paragraph 1 hereof, the undersigned shall have no responsibilities other than those set forth in said Parking Lease, its remedies shall not be reduced, altered or amended, and Assignor shall acquire no greater or additional rights over and

above the rights of the Lessee as set forth in said Parking Lease.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Agreement to be duly signed by its duly authorized officers as of the 14 day of October, 1981.

CITY OF FORT WAYNE, acting by and
through its Board of Public Works
with the approval of its Mayor

BOARD OF PUBLIC WORKS

By ______________________
Chairman, THOMAS W. LATCHEM

By Robert Anderson Stat
Roberta Anderson Staten, Member

By Betty R. Collins
BETTY R. COLLINS, MEMBER

ATTEST:

By Sandra E Kennedy
Sandra E. Kennedy, Clerk
for the Board of Works

APPROVED:

____
Winfield C. Moses, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Richard I Snouffer
Richard I. Snouffer
Assistant City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared WINFIELD C. MOSES, JR., Mayor of the City of Fort Wayne, Indiana, and Thomas W. Latchem Roberta Staten and Betty Collins, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk for said Board,

who executed the foregoing Consent and Agreement, and acknowledged to me that they did so execute the same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members, and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members, and Clerk respectively, and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of October, 1981.

Anne J. Fox
Notary Public

I am a resident of Allen County, Indiana and my commission expires: 3-6-84.

This instrument was prepared by James M. Barrett III, John D. Hamilton, Jr., William P. Fagan, and David G. Hume, Attorneys.

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B-III:ml 9/24/81

71-92-12 H.I
10/14/81

AMENDED AND RESTATED ASSIGNMENT OF PARKING LEASE AND SUBLEASE
(PTB)

This Assignment and Sublease is made this 14th day of Oct., 1981, by Peoples Trust Bank ("Assignor"), an Indiana corporation having its principal office at 913 South Calhoun Street, Fort Wayne, Indiana 46802, and One Summit Associates ("Assignee"), a Massachusetts limited partnership having its principal office at 225 Franklin Street, Boston, Massachusetts 02110 (in care of Winthrop Financial Co., Inc.).

This Assignment and Sublease arises out of the following circumstances:

On October 25, 1978, Assignor granted to Assignee a parking easement which was recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978, as Document No. 78-35499 ("Parking Easement"). Assignee is constructing a building on the real estate described on Exhibit B attached to the Parking Easement ("One Summit Square"), and has leased certain of the space in One Summit Square to Assignor as Lessee under Lease dated October 25, 1978 ("Assignor's Space Lease"), a Memorandum of which Lease was recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978, as Document No. 78-35497. Under the Parking Easement, Assignor had the prior right to use the land subject to the Parking Easement for parking in connection with its use of One Summit Square. Indiana & Michigan Electric Company ("I&M") has granted a similar parking easement to Assignee and has entered into a similar space lease with Assignee ("I&M Space Lease"), a Memorandum of which Lease was recorded on the same date as Assignor's Space Lease in the same Office as Document No. 78-35496.

Assignor and I&M have conveyed the north half of the real estate subject to the parking easements (as described on Exhibit A attached to this Assignment) to the City of Fort Wayne for the construction of the Fort Wayne Municipal Parking Garage ("Parking Garage"), and the City as Landlord has granted a lease of spaces ("Assignor's Parking Spaces") in the Parking Garage to Assignor as Tenant by Lease dated August 3, 1979 and recorded in the Office of the Recorder of Allen County, Indiana on September 23, 1981 as Document No. 81-019412, as amended by Amendment to Lease dated November 14, 1980 and recorded in said Recorder's Office on September 23, 1981 as Document No. 81-019413, ("Assignor's Parking Lease") and a lease of other parking spaces to I&M as Tenant by Lease dated August 3, 1979, and recorded in said Office on September 23, 1981 as Document No. 81-019413, as amended by Amendment to Lease dated November 14, 1980 and recorded in said Recorder's Office on September 23, 1981 as Document No. 81-019415,

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("I&M's Parking Lease"). The term of each the Leases has commenced and each of the Parking Easements has terminated by its own terms.

The Parking Spaces are necessary to satisfy the parking space requirements of the zoning ordinance of the City of Fort Wayne with respect to One Summit Square, and therefore it is desirable for Assignor to assign Assignor's Parking Lease to Assignee. However, the parties hereto intend that the right to use Assignor's Parking Spaces under Assignor's Parking Lease run with the right to occupy the premises leased under Assignor's Space Lease and therefore it is desirable for Assignee to sublease Assignor's Parking Spaces to Assignor.

ARTICLE I

ASSIGNMENT

Therefore, in consideration of the premises and for value received, Assignor hereby grants, transfers, and assigns to Assignee all of the right, title and interest of Assignor in and to Assignor's Parking Lease, and all amendments thereof and supplements thereto; provided, however, that Assignee shall reassign Assignor's Parking Lease, and shall assign I&M's Parking Lease, to Assignor and Assignor shall accept such reassignment and such assignment and shall indemnify Assignee against all liability thereafter accruing under either Assignor's Parking Lease or I&M's Parking Lease, if:

(a) As provided in the condition and covenant contained in the Agreement by and among Assignor, I&M, Assignee and Irving Trust Company, which is referred to in the Deed by Peoples Trust Bank to Assignee recorded in the Office of the Recorder of Allen County, Indiana, on November 3, 1978, as Document No. 78-35491 and also in the Deed of Indiana Franklin Realty, Inc. to Assignee recorded in said Recorder's office on November 3, 1978, as Document No. 78-35492, the real estate conveyed to Assignee by said two deeds shall be reconveyed, by the deed placed in escrow with Irving Trust Company as recited in said two deeds to Assignee, to such entity or entities as Assignor and I&M shall jointly direct if the conditions of such Agreement are not met as therein set forth; provided, however, that any such reconveyance shall be made no later than March 31, 1982, as evidenced by the recording of said deed on or before said date in the Office of the Recorder of Allen County, Indiana, and no extension of such date shall be effective unless contained in a document executed by the parties to such Agreement and recorded in the Office of the Recorder of Allen County, Indiana on or before March 31, 1982; or

(b) Assignor, or its designee, acquires the entire interest of Assignee in One Summit Square pursuant to any of the options or obligations to purchase set forth in Assignor's Space Lease

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(other than the option contained in Article 13(c) of Assignor's Space Lease);

provided further, however, that if both Assignor and I&M, or their designees, are grantees in said deed or together acquire the entire interest of Assignee in One Summit Square pursuant to any of said options or obligations, Assignee shall reassign to Assignor only Assignor's Parking Lease; and Assignee hereby grants Assignor an irrevocable power of attorney, coupled with an interest, to execute any such reassignment and such assignment on Assignee's behalf.

ARTICLE II

SUBLEASE

2.1. Assignee hereby subleases Assignor's Parking Spaces and all rights of ingress and egress thereto to Assignor for the term commencing when the Initial Term of the Parking Lease commences and ending on the earlier of (i) one full day before the expiration of the Initial Term of Assignor's Parking Lease and (ii) the expiration or termination of the term (as renewed if renewed) of Assignor's Space Lease; provided, however, that in the event of termination of Assignor's Space Lease pursuant to any of the options or obligations to purchase set forth therein, the terms of this Sublease shall terminate only upon the reassignment to Assignor of Assignor's Parking Lease.

2.2. As sublessee Assignor agrees that during the entire term of this Sublease and all renewals thereof:

(a) It will pay directly to the landlord under Assignor's Parking Lease, as rent under this Sublease, the rent owing under Assignor's Parking Lease when due thereunder (such rent to be reduced by any credit to which the tenant is entitled pursuant to the provisions of Section 3 of Assignor's Parking Lease), will accept as additional Assignor's Parking Spaces under this Sublease all spaces which the tenant is obligated to accept under Article IV of Assignor's Parking Lease, will faithfully abide by, perform, and discharge each and every obligation, covenant, and agreement of Assignor's Parking Lease (as amended if amended) to be performed by the tenant thereunder, and at its sole cost and expense will enforce and secure the performance of each and every obligation, covenant, condition, and agreement of Assignor's Parking Lease (as amended if amended) to be performed by the landlord.

(b) It will promptly give Assignee a copy of any written notice received by Assignor from the landlord under Assignor's Parking Lease, notify Assignee of any oral notice received by it from the landlord, and promptly confirm such oral notice in writing to Assignee.

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(c) It will, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with Assignor's Parking Lease (as amended if amended) or the obligations, duties, or liabilities of either the tenant or the landlord thereunder, and pay all costs and expenses of Assignee, including attorney's fees, in any action or proceeding concerning Assignor's Parking Lease in which Assignee may appear.

(d) Should Assignor fail to do any act as herein provided, then Assignee may, but without obligation to Assignor to do so and without notice to or demand on Assignor and without releasing Assignor from any obligation hereof, do the same in such manner and to such extent as Assignee may deem necessary to protect its rights hereunder and under Assignor's Parking Lease, including, specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect its rights or powers under Assignor's Parking Lease, and in exercising any such powers to pay necessary costs and expenses, employ attorneys, and incur and pay reasonable attorney's fees.

(e) It will pay immediately upon demand all sums expended or incurred by Assignee under the authority hereof, together with reasonable attorney's fees incurred in the collection thereof.

2.3. Assignor will, at the same time as it exercises any option to renew the term of Assignor's Space Lease, exercise, by use of its power under Paragraph 2.4 hereof, the renewal option under Assignor's Parking Lease, so that the term of this Sublease shall be coterminous with the term of Assignor's Space Lease (excluding the last day of said term of Assignor's Space Lease), and will furnish Assignee with a copy of its notice to the landlord of said exercise. If Assignor fails to renew the term of Assignor's Parking Lease at the time required hereby, Assignee may renew it with the same effect as if it had been renewed by Assignor as required by this Paragraph 2.3 and Assignee may negotiate any changes in rent in connection therewith in accordance with the terms of Section 3 of Article V of Assignor's Parking Lease.

2.4. Assignee grants Assignor, during and only during the term of this Sublease, as renewed if renewed, and only when either (a) Assignor is not in default under this Assignment and Sublease or (b) Assignor is in default under this Assignment and Sublease but the time provided herein within which to take action to cure such default has not expired, an irrevocable power of attorney, coupled with an interest, (1) to negotiate any escalation or reduction of rent provided for in Sections 3 and 4 of Article III of Assignor's Parking Lease, (2) to exercise the right to sublet Assignor's Parking Spaces for a term not exceeding the term of this Sublease, excluding the last day thereof, (3) to exercise all the rights and to pursue all the remedies

afforded to the tenant under Assignor's Parking Lease, and (4) to exercise any renewal option which may then be exercised under Article V of Assignor's Parking Lease and to negotiate any changes in rent in connection therewith in accordance with the terms of Section 3 of Article V of Assignor's Parking Lease; and Assignor and Assignee agree that, upon any renewal, either by Assignor or by Assignee at Assignor's request, of the term of Assignor's Parking Lease, the term of this Sublease shall be renewed for a term commencing upon the expiration of the then current term of this Sublease and ending on the earlier of (i) one full day before the expiration of the renewal term of Assignor's Parking Lease and (ii) the expiration or termination of the term (as renewed if renewed) of Assignor's Space Lease. The provisions of this Paragraph 2.4:

(i) do not prevent Assignee's exercise of any renewal option under Article V of Assignor's Parking Lease either because of Assignor's failure to renew the term thereof as required by Paragraph 2.3 hereof or for Assignee's own account in anticipation of the expiration or termination of the term of this Sublease; and

(ii) do not permit the amendment of Assignor's Parking Lease [for Assignor's right of amendment see Paragraph 3.3].

2.5 Assignee will promptly give Assignor a copy of any written notice received by Assignee from the landlord under Assignor's Parking Lease, notify Assignor of any oral notice received by it from the landlord, and promptly confirm such oral notice in writing to Assignor.

ARTICLE III

ADDITIONAL AGREEMENTS

It is mutually agreed that:

3.1. This Assignment is an absolute assignment, not the creation of a security interest or a lien, takes effect immediately, is not conditioned upon default by Assignor or the occurrence or non-occurrence of any other event and is irrevocable.

3.2. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liabilities, loss, or damage which Assignee may incur under Assignor's Parking Lease (as amended if amended), or under or by reason of this Sublease, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligation or undertaking on its part to perform or discharge any of the terms, covenants, or agreements contained in Assignor's Parking Lease, and should Assignee incur any such liability, loss, or damage under Assignor's Parking Lease, or under or by reason of this Sublease, or in the defense of any such claims or demands, the

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amount thereof, including costs, expenses and reasonable attorney's fees, shall be paid by Assignor immediately upon demand by Assignee; provided, however, that (a) Assignor shall be entitled to a credit against its obligation to indemnify Assignee hereunder if and to the extent that Assignee receives net income from the use of Assignor's Parking Spaces pursuant to Assignor's Parking Lease, (b) the indemnification provisions of this paragraph shall not be applicable to any obligation, duty or liability under Assignor's Parking Lease or this Sublease which accrues after either (i) the expiration or termination of the term (as renewed if renewed) of Assignor's Space Lease for reasons other than Assignor's default or (ii) if the term of Assignor's Space Lease shall have terminated by reason of Assignor's default, the expiration of the then current term of Assignor's Parking Lease as the same may have been renewed (either by Assignor or by Assignee, or its successors or assigns, at Assignor's request) at or before the time of such termination of the term of Assignor's Space Lease and (c) the indemnification provisions of this paragraph shall not be applicable to any obligation, duty or liability which arises out of Assignee's willful misconduct.

3.3. Assignee grants Assignor an irrevocable power of attorney, coupled with an interest, to enter into an agreement with the City of Fort Wayne amending Assignor's Parking Lease provided that, unless Assignee gives its written consent thereto, (i) such amendment is effective only during the term, as renewed if renewed, of this Sublease, (ii) such amendment is not binding upon Assignee or any of its successors or assigns after the termination or expiration of the term of this Sublease and all renewals thereof and (iii) such amendment does not jeopardize, diminish or in any way affect the rights of Assignee or any of its successors or assigns; and this Sublease shall be deemed amended to the same extent.

3.4. Assignor's obligations under Article II hereof are to pay the rent and perform the obligations of the tenant as set forth in Assignor's Parking Lease on the date of this Assignment and Sublease (and as Assignor's Parking Lease may be amended either pursuant to Paragraph 3.3 of this Article III or by Assignee, or its successors or assigns, at Assignor's request); and no amendment of Assignor's Parking Lease made by Assignee, or its successors or assigns, with the City of Fort Wayne without Assignor's written consent shall increase Assignor's obligations or liability under this Sublease or jeopardize, diminish or in any way affect its rights as sublessee.

3.5. Defaults by Assignor

(a) Events of Default. If during any term of this Sublease there shall occur any of the following events: (i) if Assignor shall fail to pay any installment of rent or to perform or observe any other requirement of this Sublease and Assignor shall have failed to cure the default within

seven (7) days after Assignee gives Assignor written notice of the default or within such longer time as may reasonably be required to effect such cure so long as Assignor within said seven (7) day period commences that action necessary to effect such cure and diligently prosecutes such action to completion, provided, however, that Assignor shall not be entitled to notice of more than five (5) separate defaults under this Sublease during the Initial Term of Assignor's Parking Lease (but notices received pursuant to Paragraph 2.5 of Article II hereof shall not constitute notices of default within the meaning of this Subparagraph) and after Assignee has given Assignor notice of five (5) separate defaults, the requirement for notice under this clause (i) shall be suspended for the balance of the Initial Term of Assignor's Parking Lease; or (ii) if the interest of Assignor in Assignor's Parking Spaces shall be sold under execution or other legal process; then in any such event, but only during the continuation thereof, Assignee may, at Assignee's option, give Assignor written notice of termination of this Sublease (and shall have the immediate right to re-enter and take possession of any or all of the premises), and the term of this Sublease and all the right, title and interest of Assignor hereunder, shall terminate upon the date of the giving of such notice, or the date of such re-entry and taking possession, as fully and completely as if such date were the date herein fixed for the expiration of the term of this Sublease, without prejudice, however, to the right of Assignee to exercise all other available legal remedies and without discharging Assignor from any of its accrued liabilities hereunder.

(b) Re-Letting by Assignee; Other Remedies. In the event that the term of this Sublease has been terminated by reason of Assignor's default as herein provided or by reason of the termination of Assignor's Space Lease because of Assignor's default thereunder, Assignor hereby agrees that Assignee may re-let Assignor's Parking Spaces or any part thereof from time to time, for the remainder of the term hereof, or for such shorter or longer period, and upon such conditions, as Assignee may determine, provided that such reletting is a result of arm's length negotiation. Assignee agrees to use reasonable efforts to so re-let Assignor's Parking Spaces. Assignor agrees to pay to Assignee, on demand, all reasonable legal and other expenses incurred by Assignee in obtaining possession of Assignor's Parking Spaces and all reasonable costs of reletting the same (other than lease take-over and new tenant moving expenses) including reasonable commissions therefor. Assignor further agrees in such event to remain liable for and pay all rent herein reserved, less the net amount of rent, if any, which shall be collected and received by Assignee from Assignor's Parking Spaces, for and during the balance of the then current term hereof as the same may have been renewed (either by Assignor

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or by Assignee, or its successors or assigns, at Assignor's request) at or before the time of such termination of the term of this Sublease. Assignee may sue for and collect the amount which may be due pursuant to the provisions of this Subparagraph from time to time as Assignee may elect, and Assignor expressly agrees that any such suit shall not bar or in any way prejudice the rights of Assignee to enforce the collection of the amount due at any time or times thereafter by a like or similar proceeding. The right of Assignee to recover from Assignor the amount hereinabove provided for shall survive the termination hereof. In the event of any termination of the term of this Sublease as provided herein, Assignor hereby expressly waives service of any notice of intention to re-enter that may be required by law, any and all rights to recover or regain possession of Assignor's Parking Spaces or to reinstate or to redeem this Sublease or other right of redemption and the benefits of any exemption as permitted or provided by or under any statute, law or decision now or hereafter in force and effect, in case Assignor shall be dispossessed by a judgment or by warrant of any court or judge. The word "re-enter" as used herein shall not be limited to its strict legal meaning.

No remedy herein conferred upon or reserved to Assignee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

In the event of any termination of the term of this Sublease as provided herein or as otherwise permitted by law, Assignor shall peaceably quit and surrender Assignor's Parking Spaces to Assignee, and Assignee may without further notice enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same as if this Sublease had not been made. In any such event, neither Assignor nor any person claiming through or under Assignor, by virtue of any statute or of an order of any court, shall be entitled to possession or to remain in possession of Assignor's Parking Spaces, but shall forthwith quit and surrender Assignor's Parking Spaces.

(c) Assignee's Right to Perform. In the event of any default by Assignor in performance of or compliance with any covenant, agreement, obligation or condition herein contained, other than for the payment of money, Assignee shall have the right at its election, after no less than 30 days' written notice to Assignor and failure of Assignor to remedy such default within said 30 day period (or such additional time as may be reasonably required), to perform the same for the account of and at the expense of Assignor. If Assignee at any time is required or elects to pay any sum of money or to

do any act requiring the payment of any sum of money, by reason of the failure of Assignor to perform or comply with any provision of this Sublease, or if Assignee is required or elects to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default by Assignor hereunder, the sum or sums so paid or incurred by Assignee shall be due and payable by Assignor to Assignee as additional rent (in addition to all other sums specified in this Sublease) upon demand.

(d) No Waiver, Etc. No waiver by Assignee of any breach by Assignor of any of Assignor's covenants, agreements or obligations under this Sublease shall operate to waive any subsequent breach thereof or to waive or affect any breach of any other covenant, agreement, or obligation of Assignor hereunder, nor shall any forbearance by Assignee waive any of its rights and remedies with respect to such or any subsequent breach nor in any other manner operate to the prejudice of Assignee. A receipt by Assignee of any rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Sublease shall not be deemed a waiver of such breach, and no waiver by Assignee of any provision of this Sublease shall be deemed to have been made unless expressed in writing by Assignee. In the event Assignor shall be in default in the performance of any of its obligations under this Sublease, and an action shall be brought for the enforcement thereof in which it shall be determined that Assignor was in default, Assignor shall pay to Assignee all the expenses incurred in connection therewith including reasonable attorney's fees, without relief from valuation or appraisement laws.

3.6. This Assignment and Sublease applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. No partner of Assignee or of its general partner, Linnaeus Realty Company, shall be personally liable for the observance or performance of Assignee's obligations under this Assignment and Sublease, all such liability by them being limited to the partnership assets of Assignee.

3.7. All notices, demands or documents of any kind which either Assignee or Assignor may be required to or may desire to serve upon the other party hereunder may be served by delivering the same to the party being served personally, or by leaving a copy of such notice, demand, or document addressed to the party being served at its address appearing above, or by mailing a copy of such notice, demand or document by registered mail, postage prepaid, return receipt requested, addressed to the party being served at its address appearing above, or to such other address that may have been furnished in writing for this purpose to the party making service by the party being served.

3.8. Any assignment of Assignor's Parking Lease by Assignee is subject to the rights of Assignor under this Sublease.

3.9. This Amended and Restated Assignment and Sublease amends and supplements, and entirely restates, the Assignment of Lease given by Assignor to Assignee and dated October 5, 1979, covering Assignor's Parking Lease.

Assignor warrants that it has full right to sell, transfer, assign and set over Assignor's Parking Lease to Assignee and its successors and assigns.

IN WITNESS WHEREOF, Peoples Trust Bank and One Summit Associates have caused this instrument to be duly signed by the undersigned thereunto duly authorized on the day and year first above written.

PEOPLES TRUST BANK

By Hiram Nally
President

ATTEST:

By
~~Assistant~~ Secretary

ONE SUMMIT ASSOCIATES,
a Massachusetts limited partnership

By: LINNAEUS REALTY COMPANY,
as general partner

By
David C. Hewitt, Partner

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared HIRAM NALLY and RICHARD C. BURROWS, known to me to be the President and ~~Assistant~~ Secretary, respectively, of PEOPLES TRUST BANK, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign the same in the name and on behalf of said corporation as such officers, respectively, and

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that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

WITNESS my hand and notarial seal this 2ND day of OCTOBER, 1981.

Philip L. Carson
PHILIP L. CARSON Notary Public

My Commission Expires: July 31, 1984

My County of Residence: Allen

STATE OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID C. HEWITT, known to me to be a Partner of LINNAEUS REALTY COMPANY, a partnership, and acknowledged his execution of the foregoing instrument to be his free and voluntary act and deed as a duly authorized general partner of LINNEAUS REALTY COMPANY, and as the free and voluntary act and deed of LINNAEUS REALTY COMPANY as the duly authorized general partner of ONE SUMMIT ASSOCIATES.

WITNESS my hand and notarial seal this 29th day of September 1981.

Robert C. Santom
Notary Public

My Commission Expires: November 30, 1984

My County of Residence: Middlesex

This instrument was prepared by James M. Barrett III, John D. Hamilton, Jr., Philip L. Carson, and David G. Hume, Attorneys.

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B-III:ml 9/24/81

Exhibit A to Amended and Restated
Assignment of Parking Lease and
Sublease (PTB) between Peoples Trust
Bank, as Assignor, and One Summit
Associates, as Assignee,
Dated _____________, 1981.

Lots Numbered 106 through 112, inclusive, in Hanna's First Addition (also known as Hanna's Addition) to the City of Fort Wayne, Allen County, Indiana, being the north half of the block in Downtown Fort Wayne bounded by Washington Boulevard, Calhoun Street, Jefferson Boulevard and Clinton Street and being that real estate conveyed by the City of Fort Wayne, Department of Redevelopment, to the City of Fort Wayne, Indiana, by Deed dated October 8, 1979, and recorded in the office of the Recorder of Allen County, Indiana, on October 9, 1979, as Document No. 79-30947.

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B-III:ml 10/14/81

CONSENT AND AGREEMENT

The undersigned, the landlord named in Assignor's Parking Lease described in the foregoing Amended and Restated Assignment of Parking Lease and Sublease, for value received, and upon the condition that Assignor shall remain liable for the payment of all rent and other sums payable under Assignor's Parking Lease, hereby consents to said Assignment and Sublease and each and all of the provisions thereof applicable to the undersigned and covenants and agrees:

1. that it will deliver to the Assignee, in care of Winthrop Financial Co., Inc., 225 Franklin Street, Boston, Massachusetts 02110, or at such other address as the Assignee shall designate, all notices of default, demands, statements, documents, and other communications given, made, delivered to, or served upon the Assignor under Assignor's Parking Lease, and if any subsequent assignee shall give the undersigned written notice of the assignment to it of the Assignee's rights under the foregoing Assignment and of an address for such subsequent assignee, the undersigned shall thereafter deliver to such subsequent assignee all notices of default, demands, statements, documents, and other communications given, made, delivered to, or served upon the Assignor and will deliver duplicate original copies thereof to Assignee; and

2. that, without prejudice to any of the rights of the Assignee, or its successors or assigns, as tenant under Assignor's Parking Lease, it will accept payment of all rent by the Assignor and the performance by the Assignor of all other obligations of the tenant under the Assignor's Parking Lease as the performance of the Assignee, its successors and assigns, as tenant so long as the Assignor has the obligation to pay rent as sublessee.

3. that except for the giving of notice to Assignee pursuant to paragraph 1 hereof, the undersigned shall have no responsibilities other than those set forth in said Parking Lease, its remedies shall not be reduced, altered or amended, and Assignor shall acquire no greater or additional rights over and

B-III:ml 10/14/81

above the rights of the Lessee as set forth in said Parking Lease.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Agreement to be duly signed by its duly authorized officers as of the 14 day of October, 1981.

CITY OF FORT WAYNE, acting by and
through its Board of Public Works
with the approval of its Mayor

BOARD OF PUBLIC WORKS

By
Chairman, Thomas W. Latchem

By Roberta Anderson Staten
Roberta Anderson Staten, Member

By Betty R. Collins
Betty R. Collins, Member

ATTEST:

By Sandra E. Kennedy
Sandra E. Kennedy, Clerk
for the Board of Works

APPROVED:

Winfield C. Moses, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Richard I. Snouffer
Richard I. Snouffer
Assistant City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared WINFIELD C. MOSES, JR., Mayor of the City of Fort Wayne, Indiana, and Thomas W. Latchem Roberta Staten and Betty Collins known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk for said Board, who executed

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the foregoing Consent and Agreement, and acknowledged to me that they did so execute the same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members, and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members, and Clerk respectively, and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of October, 1981.

Anne J. Zox
Notary Public

I am a resident of Allen County, Indiana and my commission expires: 3-6-84.

This instrument was prepared by James M. Barrett III, John D. Hamilton, Jr., Philip L. Carson, and David G. Hume, Attorneys.

71-92-12

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71-92-11 H.I
10/14/81

SEWER IMPROVEMENT RESOLUTION NO. 353-1981

IDLEWOOD DRIVE SANITARY SEWER

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a sanitary interceptor sewer, which from its size and character is intended for use by property holders whose property abuts along the line of said sewer, be and the same is hereby ordered.

MAIN LINE

Beginning at a proposed sanitary sewer manhole over an existing 8" sanitary sewer located 17± feet east of the Northwest corner of the south half of Lot 13 of Wayne Haven Addition as recorded by Plat Book 6, page 61, thence south parallel with the west line of said Lot 13, 224± lineal feet, thence east along a line 16± feet south of and parallel to Idlewood Drive 193± lineal feet to proposed Manhole #3, there terminating.

LATERAL A

Beginning at the above described Manhole #3, thence north along a line 152.5± feet west of and parallel with the centerline of Sheridan Road 165± lineal feet, terminating at a proposed cleanout.

LATERAL B

Beginning at the above described Manhole #3, thence south along a line 152.5± feet west of and parallel with the centerline of Sheridan Road 135± lineal feet, terminating at a proposed cleanout.

Said sewer shall be 8" in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City.

The total cost of said sewer improvement shall be paid by funds from the Sewer Utility Fund of City Utilities. These monies will be repaid to City Utilities through the adoption, by the Board of Public Works, of a Resolution which will establish for each directly benefitted property owner their respective pro-rate share tap-in fee for said sewer improvement. This Resolution shall also include any adjusted connection charge previously established, by the Board of Public Works, for those directly benefitted property owners, under Resolution No. 62-381-44 adopted by the Board of Public Works on December 29, 1975. The pro-rate share tap-in fee for each directly benefitted property owner will not exceed Three Thousand Five Hundred Dollars ($3,500.00) for a period of not less than one (1) year after it is established by the Board of Public Works. After this period of time the Board of Public Works reserves the right to adjust this tap-in fee.

Pursuant to I. C. 19-2-7-1 to 23, any and all property owners owning property outside the corporate limits of the City of Fort utilizing the sanitary sewer constructed by authority of this Resolution does release his or their right to remonstrate against pending or future annexation by the City of Fort Wayne.

ADOPTED this 14th day of October, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

Prepared by C. Duane Embury, P. E., Chief WPC Engineer

71-92-10 H.I
10/14/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5925 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing 6' wide curbface walk on both sides of East Woodland Avenue from east property line of Warsaw to west property line of first alley east of Warsaw; known as LAREZ NEIGHBORHOOD, PHASE IV-C.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 14th *day of* October, 1981

ATTEST: Sandra Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Robert Anderson
Betty R. Collins

71-87-21 H.I.
10/7/81

RESOLUTION NO. 71-87-21

WHEREAS, the City of Fort Wayne entered into an agreement with Viola and Raymond C. Goeglein, dated May 30, 1970, and recorded as document No. 80-08377, and

WHEREAS, Viola Goeglein, on behalf of herself, acknowledges that the area assessment charges are in full force and effect, and

WHEREAS, Viola Goeglein has certified that her marital relationship with Raymond V. Goeglein (incorrectly identified in the above-mentioned agreement as Raymond C. Goeglein) continued uninterrupted until the time of his death on May 9, 1975, and

WHEREAS, Viola Goeglein desires to release forever any and all claims, demands, or rights within said agreement to the City of Fort Wayne, and

WHEREAS, Viola Goeglein has presented to the Board of Public Works an executed release to this effect.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Public Works accepts this executed release and the terms therein this 7th day of October, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Sandra E. Kennedy, Clerk

file

Sludge Lagoons

THIS WARRANT VOID TWO (2) YEARS AFTER DEC. 31 OF THE YEAR OF ISSUE. FORM APPROVED BY STATE BOARD OF ACCOUNTS, FOR CITY OF FORT WAYNE, (1957)

CITY UTILITIES *Fort Wayne, Indiana*

71-34/749 WARRANT NO. 008513

AT INDIANA BANK AND TRUST COMPANY
Fort Wayne, Indiana

DATE 10/19/81

PAY The sum of $2500 and 00 cts $ 2,500.00

TO THE ORDER OF VIOLA GOEGLEIN

CITY CONTROLLER

⑈008513⑈ ⑆074900343⑆ 47⑈0 660 549⑈

DETACH BEFORE PRESENTING FOR PAYMENT

DATE	REF. NO.	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	NET AMOUNT
10/7/81		RESOLUTION 71-87-21 PURCHASE OF GOEGLEIN SERVICE AGREEMENT			2,500.00
		$ 2,500.00			

CITY UTILITIES OF FORT WAYNE - REMITTANCE ADVICE

WHEN DETACHED AND PAID THE ABOVE WARRANT BECOMES A RECEIPT IN FULL PAYMENT OF ITEMS LISTED. IF NOT CORRECT, RETURN WARRANT WITH EXPLANATION.

Release from Viola Goeglein.

COPY

71-87-21

10/7/81

RELEASE TO THE CITY OF FORT WAYNE, INDIANA

KNOW ALL MEN BY THESE PRESENTS:

That I, Viola Goeglein, being over the age of eighteen (18) years, for and in consideration of the sum of Two Thousand Five Hundred Dollars ($2,500.00), the receipt and sufficiency of which sum are hereby acknowledged, do hereby release and forever discharge the City of Fort Wayne, Indiana, its successors and assigns, from any and all claims, demands, or rights that the said Viola Goeglein now has or hereafter may have on account of or in any way arising out of Paragraph 3 of that certain Agreement dated May 30, 1970, and recorded as Document No. 80-08377 in the Office of the Recorder of Allen County, Indiana, whereby the said City of Fort Wayne gave to the said Viola Goeglein and Raymond C. Goeglein, her Husband, a credit against future connection charges on account of the connection of any portions of the remainder of their lands situated adjacent to certain easements as set out in said Agreement, up to ten acres without charge, said credit to be given at the rate of connection charge of Five Hundred Dollars ($500.00) per acre, the receipt of the said sum hereinabove being in lieu of said credit; and the said Viola Goeglein hereby assigns to the City of Fort Wayne, Indiana, all her right and interest to the collection of said credit as set out in the said Paragraph 3 of said Agreement.

I, Viola Goeglein, on behalf of myself and all future owners, acknowledge that the area assessment charge shall remain in full force and effect.

I, Viola Goeglein, hereby certify that my marital relationship with Raymond V. Goeglein (incorrectly identified in the above-mentioned Agreement as Raymond C. Goeglein) continued uninterrupted until the time of his death on May 9, 1975.

IN WITNESS WHEREOF, I have executed this Release To The City of Fort Wayne, Indiana, this 3 day of Sept, 1981.

Viola Goeglein
Viola Goeglein

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Viola Goeglein, being over the age of eighteen (18) years, who acknowledged the execution of the foregoing Release To The City of Fort Wayne, Indiana, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 3 day of Sept, 1981.

Notary Public
Resident of Allen County

My Commission Expires:
12-23-84

COPY

This instrument prepared by Thomas E. Alter, Attorney at Law, 622 South Calhoun Street, Fort Wayne, Indiana, 46802.

KRUECKEBERG AND SMITH P.C.
LAW OFFICES
JOHN H. KRUECKEBERG
ROLAND W. GARIEPY
MAXWELL P. SMITH
THOMAS E. ALTER

October 6, 1981

City of Fort Wayne
Board of Public Works
City-County Building
Fort Wayne, IN 46802

Attention: Ms. Helen Gochenour

Dear Ms. Gochenour:

Enclosed please find a copy of the Release to The City of Fort Wayne, Indiana, executed by Viola Goeglein. Upon notification that the check from the City of Fort Wayne in the sum of $2,500.00 is ready for delivery to Mrs. Goeglein, I will deliver to you the original of the enclosed document in exchange for said check.

Thank you very much for your help and cooperation in this matter.

Very truly yours,

KRUECKEBERG AND SMITH, P. C.

Thomas E. Alter

Thomas E. Alter

TEA:sl

Enclosure

219/422-3565
622 SOUTH CALHOUN STREET, FORT WAYNE, INDIANA 46802

Date October 7, 1981 71-87-21

To: ACCOUNTING - City Utilities

Subject: PURCHASE OF GOEGLEIN SERVICE AGREEMENT Resolution 71-87-21

You are hereby authorized to issue a check in the amount of $2,500 on subject. Please forward check to our department for our handling.

T.W. LATCHEM
R.A. STATEN
B. R. COLLINS
BOARD OF PUBLIC WORKS

ajf

attachment - correspondence and
resolution.

FORM U-100

82 2

71-86-17 H.I
10/7/81

IMPROVEMENT RESOLUTION

FOR STREETS

NO. **5919** - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) ROCKHILL STREET - From the south curb line of Washington Blvd. to the north curb line of Jefferson St.

(2) LAVINA STREET - From the west property line of Union Street to the east curb line of Van Buren Street.

(3) UNION STREET - From the south curb line of Lavina Street to the south property line of Leykauf St.

(4) NELSON STREET - From the south curb line of Berry Street to a point 70 feet south of Wilt Street.

(5) SWINNEY PARK PLACE - From the west curb line of Garden Street to the south curb line of Jefferson St.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from Community Development & Planning Funds.

ADOPTED, this 7th day of October, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Thomas W. Latchem, Chairman

Roberta Anderson-Staten
Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST: Sandra E Kennedy
Secretary & Clerk

APPROVED TL
Board of Public Works
Roberta Anderson-Staten
Betty R. Collins

6 93

Form 1929

71-86-16
10/7/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5923 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed as follows: (1) Cortland St. - East & West sides from Putnam on the north to alley on the south;

(2) Short Street - East & West sides between Putnam and Huffman and Spring and Fifth

known as NORTHWEST CENTRAL, PHASE V-B.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

Adopted, this 7th *day of* October, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert W Anderson

Betty R Collins

84 2

71-85-15 H.I. 10/7/81

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

October 6, 1981

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Indiana & Michigan Electric Co.
Attention: William A. Black,
Executive Vice President
One Summit Square
Fort Wayne, Indiana 46802

RE: Notice of Election of Option to Direct Rental of Additional Parking Spaces - Fort Wayne Municipal Parking Garage

Dear Sir:

Please be advised that the City of Fort Wayne, acting by and through its Board of Public Works, gives this notice pursuant to the lease agreement dated the 3rd day of August, 1979, by and between the City of Fort Wayne, "Landlord", and Indiana & Michigan Electric Co., "Tenant". The City of Fort Wayne does hereby elect to exercise its option set forth in Article 4 of the above said lease agreement, and directs Tenant to lease an additional 175 parking spaces pursuant to the terms set forth in Article 4 of the lease agreement for the ensuing twelve months from the date the anniversary of the lease. The additional parking spaces shall, to the extent possible, be contiguous with and adjacent to the parking spaces leased pursuant to the lease.

The City of Fort Wayne further notifies Indiana & Michigan Electric Co. that Peoples Trust Bank has been directed to rent an additional 55 spaces pursuant to the lease agreement between the City of Fort Wayne and Peoples Trust Bank.

Very truly yours,

Thomas W. Latchem, Chairman
BOARD OF PUBLIC WORKS

cc: William P. Fagan, Esq.
Richard I. Snouffer

6.85

86

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71-79-23 H.I.
9/30/81

PURCHASED UTILITY ACCOUNT COLLECTION POLICY

Re: Collection of Past Due and Delinquent Accounts - Purchased Utilities

From time to time the City of Fort Wayne, acting by and through its Board of Works, may purchase, acquire or lease utility systems which, at the time of such purchase, acquisition or lease, are or have been serving water and/or sewer customers; and

To facilitate the collection of the accounts which may be due and payable to the acquired utility as differentiated from the accounts payable to the acquiring City Utility, it is necessary that a policy be adopted so as not to contravene the provisions of state and federal statutes, case law, and the Equal Protection Clause of the United States Constitution;

Now, therefore, the Board of Works of the City of Fort Wayne adopts the following policy:

1. In view of the fact that City Utilities, being a municipally owned Utility, has the statutory power to file a lien against real property to secure the payment of delinquent sewer charges, it shall be the policy of City Utilities not to file such lien for sewer charges incurred during the period prior to the purchase, acquisition, or lease of the system serving such real estate;

2. In the event that City Utilities shall purchase accounts for services rendered prior to the purchase, acquisition or lease of the system, the Utility shall in all other respects treat such account as it would delinquent accounts owed to it for services rendered by it, including the ability of the Utility to transfer an unpaid account to another service address and to withhold water services at the service address, residence address, or any other service address to accomplish payment;

3. In the event that the Utility shall not purchase the accounts, but shall, under contract, agree to exert its best efforts in collection thereof, it shall not incur legal expenses or court costs, but said collection efforts shall be limited only to the rendering of bills, past due statements (not exceeding two), and demand or reminder letters (not exceeding two). In no event shall City Utilities be allowed or required to file a lien for services not performed by it, nor transfer to another service address a delinquent account not owned by it;

4. Monies received from debtors, property owners or users, shall first be applied in accordance with the directions of the payor, and then in accordance with the usual account application policy; at the time of the adoption of this policy, payments are "spread" between water and sewer utilities.

Adopted by the Board of Works this 30th day of Sept., 1981.

Robert Anderson Staton

ATTEST:

Betty R. Collins
BOARD OF PUBLIC WORKS

Sandra E. Kennedy
Clerk

August 18, 1981

MEMO TO: Members, Board of Works

FROM: Donna K. Colestock

RE: PROPOSED COLLECTION POLICY (See attached)
City Utilities

There are two steps that I request you take:

1. Amend the Rules and Regulations as adopted June 3, 1981:

   (a) To clarify the first paragraph;

   (b) To refer to a policy for collecting accounts (such as those owed to Inbalco); and,

   (c) To incorporate a change recently made in City Ordinance to coordinate sewer penalty charges and water late charges.

2. Adopt the Policy regarding Collection of Past Due and Delinquent Accounts - Purchased Utilities.

There are many requirements set out in paragraph 15 of the Inbalco Purchase Agreement that we simply cannot do. Our billing system does not accommodate:

1. Aging of accounts;

2. Separate applications of cash to water or sewer; or

3. Differentiation of monies owed City Utilities as opposed to monies owed Inbalco.

First, City Utilities is required to collect accounts receivable of Inbalco; we must separate these out so that we do not:

1. Litigate the accounts;

2. Shut off service; or,

3. File liens for sewer charges.

Secondly, our computer system provides no way of identifying payments made within the last ten (10) days so we can remit to Inbalco.

Any payment received in our office is automatically "spread" by the computer to water and sewer. A former Inbalco customer may make a payment, intending that it be applied to his City sewer account; if we integrate the Inbalco water account into our system, the payment, even if only in the amount of our sewer billing, would be credited in part to Inbalco's water account and in part to our sewer account, contrary to the customer's wishes and intent. We might, thereafter, file a lien for the unpaid portion of the sewer charge.

I had, at least a year ago, requested that the billing system allow separate applications of cash. However, this request was not assigned as a priority and the same has yet to be implemented. Therefore, a manual ledger will be maintained in my office and monitored daily, and Inbalco accounts will not become a part of our billing master record.

Rule 20, as adopted June 3, 1981, is amended to read as follows:

20. COLLECTIONS AND DEFERRED PAYMENT CHARGE

Civil Actions

Except as provided hereinafter, the Utility may maintain a civil action to recover any delinquent charges together with interest at the statutory rate, the costs and disbursements of said action, and may seek any other remedy prescribed by law.

Delinquent Accounts - Purchased Utilities

Collection efforts respecting accounts for services rendered by any entity other than City Utilities, shall be conducted in accordance with the latest edition of the Purchased Utility Account Collection Policy which is by reference incorporated herein.

Deferred Payment Charge

All charges for water services shall be due and payable on or before the due date stated on the bill, which due date shall be approximately fifteen (15) days after the bill is rendered. Any water service charge not paid by the due date shall be subject to a collection or deferred payment charge of ten percent on the first three dollars and three percent on the excess over three dollars.

71-78-15 H.I.
9/30/81

AGREEMENT FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into by and between the City of Fort Wayne acting by and through its Board of Public Works (hereinafter referred to as "City") and Richard I. Snouffer, Attorney at Law (hereinafter referred to as "Attorney")

WITNESSETH:

WHEREAS, the City has found it necessary to obtain the legal services of an attorney for the purchase of Inbalco in St. Joseph Township, and

WHEREAS, the legal services required in connection with said purchase shall include but not be limited to the following:

1. Review, evaluate, and approve all contracts to purchase Inbalco.
2. Assist the City in negotiations to purchase and represent the City whenever called upon.
3. Defend the City in any contractual disputes arising from the purchase of Inbalco, and

WHEREAS, the City has determined that it is in the best interest of the City of Fort Wayne to employ special legal counsel to represent it in legal matters related to the aforementioned purchase.

NOW, THEREFORE, it is hereby agreed that,

1. The City shall employ Richard I. Snouffer, Attorney at Law, as its Special Attorney to represent it in all legal matters arising out of or connected with the aforementioned purchase.
2. The City shall reimburse said Attorney in the performance of his services for all related out of pocket expenses, long distance telephone bills and the Attorney shall be

compensated for all other services rendered
at the rate of $75.00 per hour.

Approved by the Board of Public Works of the City of Fort Wayne, Indiana, in their regular meeting on this 30th day of September, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Sandra E. Kennedy, Clerk

ATTORNEY AT LAW

Richard I. Snouffer

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REGENCY PARK (51-9).(3) T-12, T-14 **81-020378** SHEET No 1 of 2

GRANT OF SEWER EASEMENT AS REDESCRIBED

THIS INDENTURE WITNESSETH THAT: Howard A. Nagelberg, as Interim Co-Trustee under a trust Agreement dated June 10, 1980, known as Regency Park Trust, of Cook County, State of Illinois, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar, receipt of which is hereby acknowledged, does hereby grant quit-claim, and convey to the CITY OF FORT WAYNE, hereinunder referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, maintain, reconstruct, and remove a sewer line, along and across the following described real property, located in Allen County, State of Indiana, to wit:

PERMANENT EASEMENT

See Attached Sheet No. 2 for Legal Description
and Approval by the Board of Public Works.

DULY ENTERED FOR TAXATION
OCT 8 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed.

EXECUTED THIS 24th DAY OF August, 19 81.

Regency Park Trust

By: ______________________
Interim Co-Trustee

1981 OCT -8 AM 9 11
ALLEN COUNTY RECORDER

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Howard A. Nagelberg who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.
WITNESS my hand and notarial seal this 24th day of August, 19 81.

Notary Public
Resident of Cook County, Il

My Commission Expires:
2-22-82

This instrument prepared by: C. Duane Embury, P.E.

8.50
C
By

TOM 6. 7061

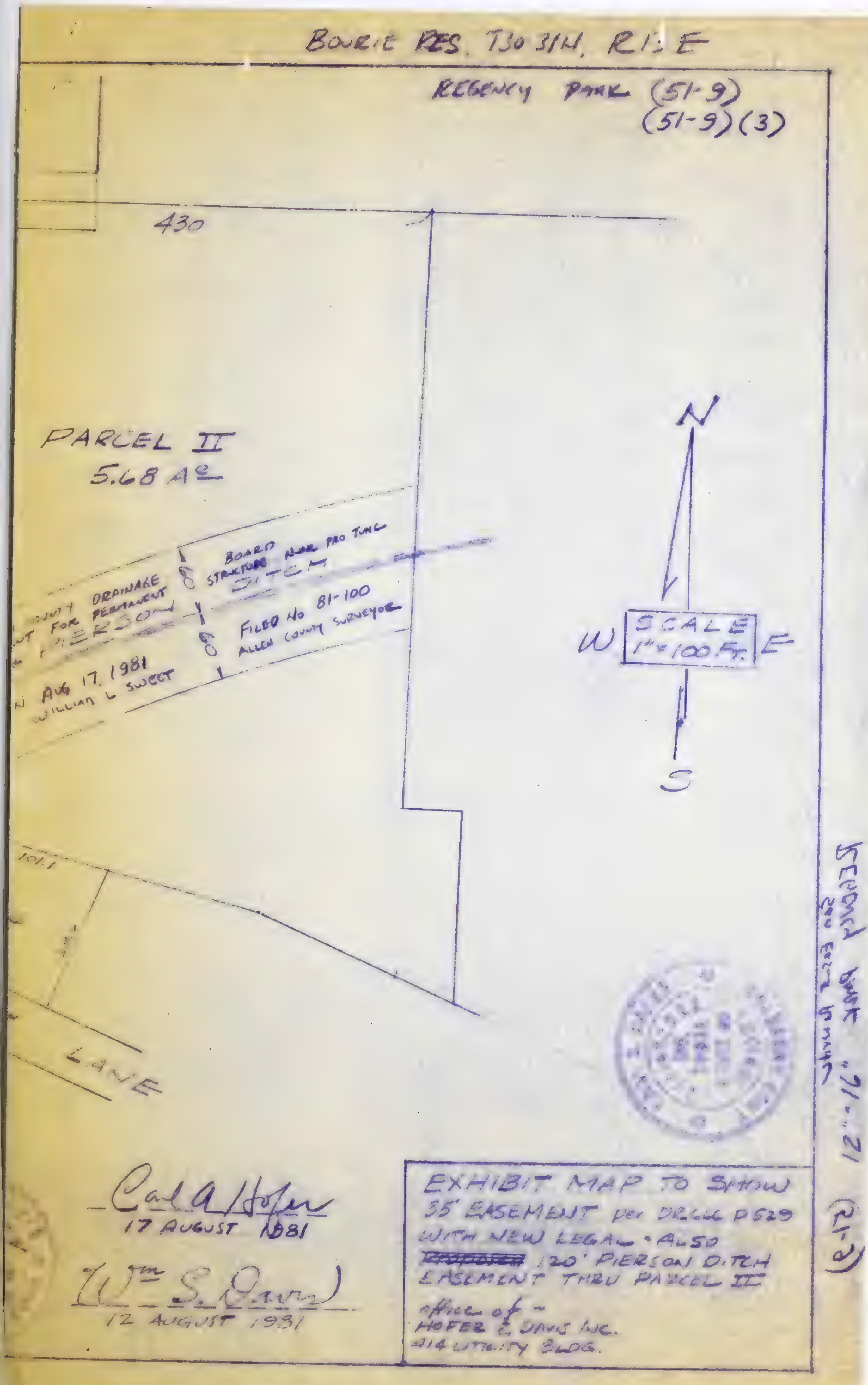

BOURIE RES. T30 31N. R13 E
REGENCY PARK (51-9)
(51-9)(3)
430
PARCEL II
5.68 Ac
COUNTY DRAINAGE
NT FOR PERMANENT
PIERSON
BOARD
STRUCTURE NUNC PRO TUNC
DITCH
60
60
FILED No 81-100
ALLEN COUNTY SURVEYOR
N AUG 17 1981
WILLIAM L. SWEET
N
W
SCALE
1" = 100 FT.
E
S
101.1
LANE

EXHIBIT MAP TO SHOW
35' EASEMENT per DR.666 P529
WITH NEW LEGAL • ALSO
~~[illegible]~~ 120' PIERSON DITCH
EASEMENT THRU PARCEL II

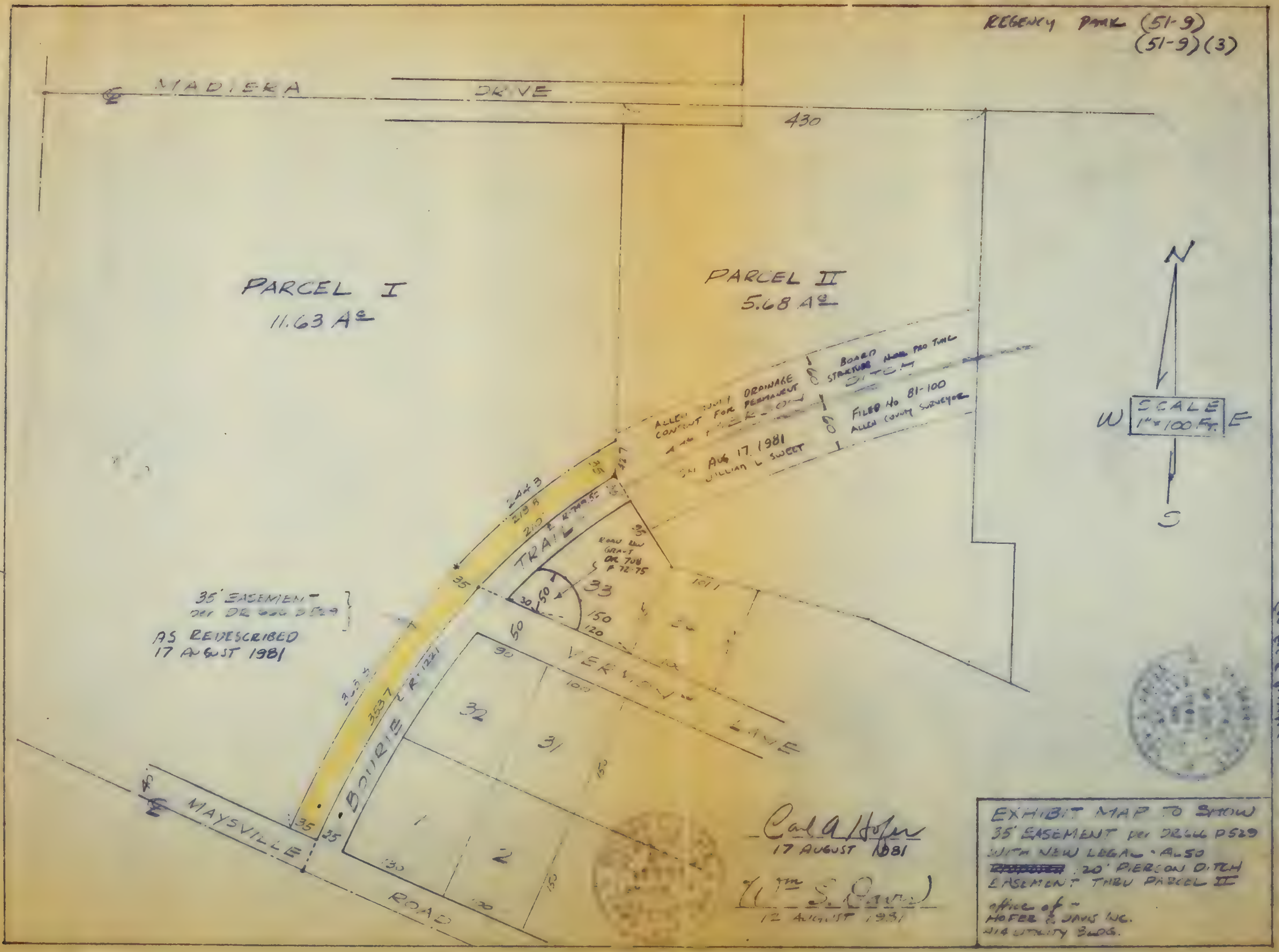
office of –
HOFER & DAVIS INC.
414 UTILITY BLDG.

Carl A Hofer
17 AUGUST 1981

Wm S. Davis
12 AUGUST 1931

BOURIE RES. T30 31N, R12E

REGENCY PARK (51-9)
(51-9)(3)



MADIERA DRIVE
430
PARCEL I
11.63 A^{c}
PARCEL II
5.68 A^{c}
N
W
E
S
SCALE 1" = 100 FT.
2443
219.5
210
35
TRAIL
ROAD R/W GRANT DR 708 P 72-75
33
30
50
150
120
101
VERSION LANE
90
100
32
31
150
BOURIE DR.
3537
35
MAYSVILLE ROAD
1
2
130
150
BOARD STRUCTURE
DITCH
PIERSON DITCH

35' EASEMENT per DR 666 P529
AS REDESCRIBED 17 AUGUST 1981

ALLEN COUNTY DRAINAGE BOARD CONSENT FOR PERMANENT STRUCTURE NEAR PRO TUNC
ON AUG 17 1981
JILLIAN L SWEET
FILED No 81-100 ALLEN COUNTY SURVEYOR

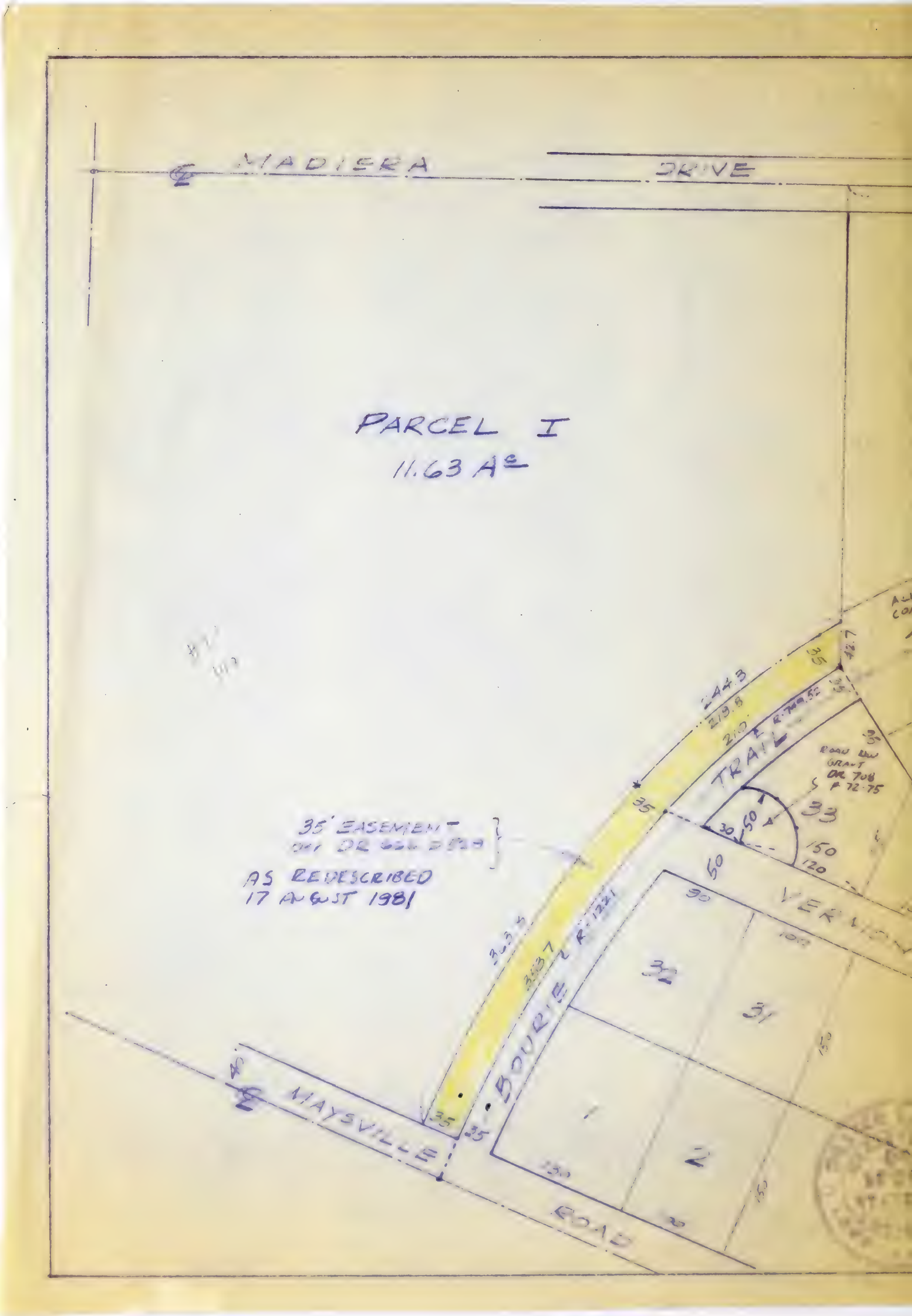
Carl A Hofer
17 AUGUST 1981

Wm S. Davis
12 AUGUST 1981

EXHIBIT MAP TO SHOW
35' EASEMENT per DR 666 P529
WITH NEW LEGAL • ALSO
[redacted] 20' PIERSON DITCH
EASEMENT THRU PARCEL II

office of -
HOFER & DAVIS INC.
414 UTILITY BLDG.

Record book 12 · 71 (21-3)


MADIERA DRIVE
PARCEL I
11.63 A^c
35' EASEMENT
DR
AS REDESCRIBED
17 AUGUST 1981
MAYSVILLE ROAD
BOURIE TRAIL
244.3
219.8
210
R: 749.52
42.7
35
35
35
35
35
303.5
303.7
R: 1221
ROAD R/W
GRANT
OR 708
P 72-75
33
30
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50
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120
50
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VER
100
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1
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150
90
40

SHEET NO. 2

71-76-22 9/23/81

GRANT OF SEWER EASEMENT AS REDESCRIBED

RECORDED EASEMENT: DEED RECORD 666, page 529

An easement 35 feet in uniform width, running from the intersection of Maysville Road and Bourie Trail Northeasterly, being West, parallel and adjacent to the centerline of Bourie Trail in LAKEHURST ADDITION, Sections A and B, to the Northwest corner of the plat of LAKEHURST ADDITION, Section B, as recorded in Plat Book 21, page 149, in the office of the Recorder, Allen County, Indiana.

Said Easement is herein redescribed as follows to-wit:

A Part of BOURIES RESERVE in Township 30 and 31 North, Range 13 East, Allen County, Indiana, described as follows to-wit:

Commence on the Northeasterly 40 foot right-of-way of the Maysville Road and a point situated 35 feet Northwesterly of the Southwest corner of Lot 1 in the plat of LAKEHURST ADDITION, Section "A", as recorded in Plat Book 20, page 132; thence continuing Northwesterly on the said right-of-way line, a distance of 35.0 feet; thence Northeasterly on a circular curve to the right being extrorsely concentric to the 1221 foot radius curve defining the Northwesterly line of said LAKEHURST ADDITION, Section "A", a distance of 363.8 feet to a point situated 35 feet radially distant Northwestward of the Northwesterly corner of LAKEHURST ADDITION, Section "A"; thence continuing Northeasterly along a circular curve to the right being extrorsely concentric to the 749.52 foot radius curve defining the Northwesterly line of LAKEHURST ADDITION, Section "B", as recorded in Plat Book 21, page 149, a distance of 244.3 feet to the West line of Parcel II (5.68 Acres); thence Southerly along the line aforesaid, a distance of 42.7 feet to the North corner of LAKEHURST ADDITION, Section "B"; thence Southwesterly along the Northwesterly line of LAKEHURST ADDITION, Section "B", being also the Northwesterly line of a 35 foot wide public street known as Bourie Trail, on a circular curve to the left having a radius of 749.52 feet, a distance of 210.0 feet to the West corner of said ADDITION; thence continuing Southwesterly along the Northwesterly line of LAKEHURST ADDITION, Section "A", being also the Northwesterly line of a 35 foot wide public street known as Bourie Trail, on a circular curve to the left having a radius of 1221 feet, a distance of 353.7 feet to the point of beginning.

NOTE: The reference to the "centerline of Bourie Trail" makes the original Easement description ambiguous, in that the other half of Bourie Trail was never platted or dedicated. The recorded plats actually label the Northwesterly line of the 35 foot public street as the centerline of Bourie Trail.

APPROVED:

September 23, 1981

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, IN.

Thomas Latchem - Chairman

Roberta Anderson

Betty R. Collins
Betty Collins

ATTEST: Sandra E. Kennedy
Clerk

71-76-21 H.I.
9/23/81

RESOLUTION No. 71-76-21

WHEREAS, the Water Utility does assume the responsibility for the maintenance and operation of the water service line from the water main up to and including the curb stop, according to its General Rules and Regulations, Rule 10, page 11, approved June 3, 1981, and

WHEREAS, the Water Utility has attempted to reduce the installation expense for 3/4" to and including 2" water services by installing the tap only and permitting others to install the water service line from the water main to the curb stop, and

WHEREAS, this installation procedure has been permitted on a trial basis for several years, and

WHEREAS, the Water Utility has experienced, as a result of this procedure, both the installation of unacceptable materials and the lack of the submitted required records to operate and maintain these water service lines efficiently and effectively.

NOW, THEREFORE, BE IT RESOLVED, that effective immediately the practice of installing a water tap only be permanently discontinued and, henceforth, the Water Utility shall install all water taps and service lines, 3/4" to and including 2" in size, from the water main up to and including the curb stop.

Approved by the Board of Public Works of the City of Fort Wayne, Indiana on this 23 day of September, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

Memorandum

12,

To Board of Public Works **Date** Sept. 22, 1981

From Philip R. Boller, Director of Water Resources

Subject Water Utility Resolution

COPIES TO:

Terry Atherton

The attached resolution has been prepared by the Water Engineering Department and reviewed by the undersigned.

The resolution is sufficiently self-explanatory and I recommend its adoption by the Board. However, should you desire any further detailed explanation, please advise.

Phil Boller

BOARD OF PUBLIC WORKS
SEP 22 1981
RECEIVED

81-76-21 H.I.
9/23/81

89

71-75-17 H.I
9/23/81

STREET LIGHTING RESOLUTION NO. 156-81

WEST CENTRAL AREA - "PHASE B"

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the West Central Area - Phase "B", more specifically defined as Garden Street from Jefferson Street to Washington Blvd., Nelson Street from Jefferson Street to Berry Street, College Street from Jefferson Street to Berry Street, Rockhill Street from Jefferson Street to Washington Blvd. and from Berry Street to Main Street, Union Street from Jefferson Street to Washington Blvd. and the 1st alley north of Berry Street to Main Street, Jackson Street from Jefferson Street to Main Street, Van Buren Street from Jefferson Street to Main Street, all in accordance with the detailed drawing and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted, this 23rd day of September, 1981

BOARD OF PUBLIC WORKS

Betty R. Collins

ATTEST:
Sandra E. Kennedy
Clerk

Form 1929

71-75-15 HI 90 2

9/23/81

Improvement Resolution

PARTIAL STREET,
~~FOR CURB~~ AND SIDEWALK
DRIVEWAY,

No. 5910 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing partial street, driveway approach, and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection (27' x 48')

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid as follows:

61% - City Utilities
39% - Civil City

Adopted, this 23rd *day of* September, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Betty L. Collins

CALHOUN PRESS

91

81-016825

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

71-75-14 H.I.
9/23/81

Mail tax bills to:
Board of Works
City-County Bldg., 02

WARRANTY DEED

This indenture witnesseth that FLOYD N. HOOD and PATRICIA J. HOOD, Husband and Wife, each over the age of Eighteen (18) years

of Allen *County in the State of* Indiana

Convey and warrant to CITY OF FORT WAYNE, INDIANA

of Allen *County in the State of* Indiana
for and in consideration of Two ($2.00) Dollars & other good & valuable consideration *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

Lot No. 204 Lewis Addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof as listed in the office of the Recorder of Allen County, Indiana.

SUBJECT to the real estate taxes due in November, 1981, and taxes for subsequent years.

SUBJECT to all conditions, easements, restrictions and limitations of record, as well as all applicable zoning ordinances.

1981 AUG 14 PM 3:19
ALLEN COUNTY RECORDER
Virginia L. Young

State of Indiana, Allen **County, ss:**
Before me, the undersigned, a Notary Public in and for said County and State, this 13th *day of* August *19* 81 *personally appeared:*

FLOYD N. HOOD and PATRICIA J. HOOD, Husband and Wife, each over the age of Eighteen (18) years

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires July 10 *19* 82

Perry D. Shilts
Perry D. Shilts *Notary Public*

Resident of Allen *County.*

Dated this 13th **Day of** August **19**81

Floyd N. Hood *Seal*
FLOYD N. HOOD

Patricia J. Hood *Seal*
PATRICIA J. HOOD

Seal

DULY ENTERED FOR TAXATION
AUG 14 1981
Seal

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY
Seal

INSTRUMENT P 3890 *Seal*

This instrument prepared by Perry D. Shilts *Attorney at Law*

9.50
ch

MAIL TO: Snouffer box

COPYRIGHT THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. Rev 6-78

71-27-22 H.I.

20

71-88-23 H I

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

MAIL TAX BILLS TO:

QUIT-CLAIM DEED

81-018842

This indenture witnesseth that PURITAN UTILITIES, INC., an Indiana corporation,

~~of~~ ~~County in the State of~~

Releases and quit claims to the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation,

1981 SEP 15 AM 10:51
ALLEN COUNTY RECORDER
Virginia L. Young

~~of~~ ~~County in the State of~~

for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

All right, title, and interest of Grantor in and to the easements described in Schedule A attached hereto and made a part hereof.

Subject to all real estate taxes, all zoning laws and ordinances, building, use and occupancy restrictions, building lines, easements, and rights-of-way of record.

GRANTOR WARRENTS THAT NO GROSS INCOME TAX IS DUE OR OWEING AS A RESULT OF THIS CONVEYANCE.

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 20th *day of* August 19 81 *personally appeared:*

James A. Noneman and Jay E. Conrad, the President and Treasurer, respectively, of Puritan Utilities, Inc.,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires March 13 19 84

Sarah J. Petrie
Sarah J. Petrie *Notary Public*

Resident of Allen *County*

Dated this 20th **Day of** August **19** 81

PURITAN UTILITIES, INC.,

By James A. Noneman *Seal*
James A. Noneman, Its President

Seal

Attest: Jay E. Conrad *Seal*
Jay E. Conrad, Its Treasurer

Seal

DULY ENTERED FOR TAXATION
SEP 0 1 1981 *Seal*

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY *Seal*

INSTRUMENT # 5342

This instrument prepared by David B. Keller, SHOAFF, PARKER & KEEGAN, *Attorney at Law*

MAIL TO: Call Susan 7018
Bd. of Wks

PRINTED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION (REVISED 8/78)

8.50

SCHEDULE A

PURITAN UTILITIES, INC.
EASEMENTS

ST. JOSEPH TOWNSHIP

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
SECTION 4-31-13				
SE¼ Sec. 4 & NE¼ Sec. 9/St Joe Rd.	2-18-80	3-18-80	80-05950	
SE¼ Sec. 4-31-13	4-14-80	4-17-80	80-08405	
SW¼ Sec. 3 & NW¼ Sec. 10	3-14-80	3-18-80	80-05951	
SW¼ Sec. 3 & NW¼ Sec. 10	3-14-80	3-18-80	80-05952	
SECTION 8-31-13				
Riverbend Woods	10-29-76	11- 3-76	76-27527	
SECTION 9-31-13				
Richardville Reserve	5-22-66	7-26-66	675	188-9
SECTION 15-31-13				
SW¼ Sec. 15	12- 6-66	12- 7-66	681	544-5
SECTION 16-31-13				
Centerhurst Lot 16	9-15-66	9-15-66	678	55-6
Centerhurst Lot 15	6-25-66	6-27-66	675	242-43
SECTION 17 -31-13				
Hoffman's	10-26-65	10-27-65	661	527-28
SECTION 21-31-13				
Gas station at Northwood Shopping Ctr.	3-12-68	4- 2-68	704	253-6
Northwood Shopping Ctr.	10- 6-64	11-24-64	645	518-20

Location	Date of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	SECTION 21-31-13 (cont.)			
Northwood Shopping Ctr.	6-10-74	6-14-74	74-13404	
Northwood Shopping Ctr.	6-10-74	6-14-74	74-13405	
E½ NE¼ Sec. 21	7- 5-78	7- 7-78	78-19969	
	SECTION 22-31-13			
Sunset	2-27-65	3- 1-65	650	119-21
NW corner of NW¼	8-19-77	8-22-77	77-22956	
	SECTION 23 -31-13			
SW¼ of SW¼	1-26-65	2- 3-65	649	84-87
	SECTION 26 -31-13			
Park State East	1-11-65	1-14-65	648	87-8
E½ NW¼ Sec. 26	6-28-75	7- 7-75	75-13397	
	SECTION 35-31-13			
Goeglein	12-18-72	1-15-73 re-recorded	73-01100 73-06462	
	LAKE RIVER			
Ann Hackley Reserve (St. Joe Twp.)	3-21-80	4- 2-80	80-07255	
Ann Hackley Reserve (St. Joe Twp.)	3-17-80	4- 2-80	80-07256	
Ann Hackley Reserve (St. Joe Twp.)	3-25-80	4- 2-80	80-07257	
Ann Hackley Reserve (St. Joe Twp.)	3-13-80	4- 2-80	80-07258	
Ann Hackley Reserve (St. Joe Twp.)	3-18-80	4- 2-80	80-07259	
Ann Hackley Reserve (St. Joe Twp.)	3-18-80	4- 2-80	80-07260	
Ann Hackley Reserve (St. Joe Twp.)	3-18-80	4- 2-80	80-07261	
Ann Hackley Reserve (St. Joe Twp.)	3-18-80	4- 2-80	80-07262	

Location		Date of Instrument	Date Recorded	Book No., Page No. or Instrument No.
LAKE RIVER (cont.)				
Ann Hackley Reserve	(St. Joe Twp.)	3-18-80	4- 2-80	80-07263
Ann Hackley Reserve	(St. Joe Twp.)	3-13-80	4- 2-80	80-07264
Ann Hackley Reserve	(St. Joe Twp.)	3-18-80	4- 2-80	80-07265
Ann Hackley Reserve	(St. Joe Twp.)	3-18-80	4- 2-80	80-07266
Ann Hackley Reserve	(St. Joe Twp.)	3-18-80	4- 2-80	80-07267
Ann Hackley Reserve	(St. Joe Twp.)	3-13-80	4- 2-80	80-07268
Ann Hackley Reserve	(St. Joe Twp.)	3-12-80	4- 2-80	80-07269
Ann Hackley Reserve	(St. Joe Twp.)	3-15-80	4- 2-80	80-07270

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

81-018841

DULY ENTERED FOR TAXATION
SEP 0 1 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

MAIL TAX BILLS TO:

CORPORATE DEED

THIS INDENTURE WITNESSETH, That PURITAN UTILITIES, INC. ("Grantor"), a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS — ~~RELEASES AND QUIT CLAIMS (strike one)~~ to CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, ~~of~~ ~~County, in the State of~~, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

(See Legal Description attached hereto as Schedule A.)

Grantor's warranty of title to the real estate being conveyed hereunder is expressly limited to those acts and occurrences affecting said real estate from the date upon which Grantor was conveyed title thereto to the date of this conveyance.

Subject to the second installment of real estate taxes for the year 1980, due and payable in November, 1981, and all subsequent real estate taxes, all zoning laws and ordinances, building, use and occupancy restrictions, building lines, easements, and rights-of-way of record.

1981 SEP 15 AM 10:50
ALLEN COUNTY RECORDER

GRANTOR WARRENTS THAT NO GROSS INCOME TAX IS DUE OR OWEING AS A RESULT OF THIS CONVEYANCE.

The undersigned person(s) executing this deed represent(s) and certify (certifies) on behalf of the Grantor, that (each of) the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 20th day of August, 19 81

PURITAN UTILITIES, INC.
(Name of Corporation)

By Jay E. Conrad
JAY E. CONRAD, Treasurer
(Printed Name and Office)

By James A. Noneman
JAMES A. NONEMAN, President
(Printed Name and Office)

STATE OF INDIANA } SS:
COUNTY OF ALLEN

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman and Jay E. Conrad the President and Treasurer, respectively of PURITAN UTILITIES, INC., who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of August 19 81.

My Commission Expires: March 13, 1984

Signature Sarah J. Petrie

Resident of Allen County

Printed Sarah J. Petrie, Notary Public

This instrument prepared by Lawrence E. Shine, SHOAFF, PARKER & KEEGAN, Attorney at Law.

Mail to: Call Susan
Bd. of Works
7018

INSTRUMENT P 5340

5.50

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION, REVISED JUNE 1978

SCHEDULE A

PURITAN UTILITIES, INC.

The following described real estate situated in Allen County, Indiana:

Parcel 1. Lot Numbered 34 Park State East, an Addition to the City of Fort Wayne, Indiana, being a subdivision in the East 1/2 of the Southwest 1/4 of Section 26 of St. Joseph Township (sometimes referred to as part of the Park State East Water Plant Site of the Company).

And

Beginning ~~on~~ at the Northwest corner of Lot 34 of Park State East, according to the Plat thereof recorded in Plat Record Book 28, at pages 52-54 in the records of the Recorder of said County; thence in a Northerly direction along the East right-of-way line of Geoglein Road, a distance of 95 feet to a point; thence by deflection right of 90 degrees, a distance of 130 feet to a point; thence, by deflection right of 90 degrees, a distance of 95 feet to the North property line of the said Lot 34 of the said Park State East; thence in a Westerly direction along the North property line of the said Lot 34 to the place of beginning, being the same parcel of land platted as Lot Numbered Sixty-Seven (67) of Park State East, Section II, an Addition to the City of Fort Wayne, Indiana, being a subdivision of part of the East half of the Southwest quarter of Section 26, of St. Joseph Township, according to the plat thereof recorded in Plat Book 28, pages 131-2 of the records in the Office of said Recorder (sometimes referred to as part of the Park State East Water Plant Site of the Company).

Parcel 2. A tract of land located in Section 15 of St. Joseph Township, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section 15, and running thence North 509.75 feet to a point; thence South 88 degrees 10 minutes East, 165 feet to the place of beginning of this described tract of land; thence South 88 degrees 10 minutes East, 100 feet to a point; thence North 100 feet to a point; thence North 88 degrees 10 minutes West, 100 feet to a point; thence South 100 feet to the point of beginning, except all legal roads and highways.

Also a 15 foot easement (7.5 feet on each side of a centerline) described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section 15, and running thence North 602.25 feet to a point; thence South 88 degrees 10 minutes East 25 feet to the place of beginning of this described easement; thence continuing along centerline South 88 degrees 10 minutes East 140 feet to a point, being the place of ending of this described easement (all sometimes referred to as the St. Joseph Water Storage Tank Site of the Company).

Parcel 3. A tract of land located in St. Joseph Township, described as follows:

Lot Numbered 108 in Park State East, Section III, a subdivision in the East half of the Southwest quarter of Section 26, Township 31 North, Range 13 East, in said County, according to the Plat thereof recorded in Plat Record 29, pages 78-79 in the Office of the Recorder of said County.

Parcel 4. Lot Number 29 Park State East Extended, Section A, according to the plat thereof recorded in Plat Record 34, pages 44-46 inclusive, in the office of the Recorder of Allen County, Indiana.

EXCLUDING from this Schedule A any lines or facilities located beneath the St. Joseph River up to and including the first Sixteen inch (16") valve on said line located to the Southeast side of the river in the Service Area.

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

71-87-22 H.I.

MAIL TAX BILLS TO:

81-018840

9/15/81

QUIT-CLAIM DEED

This indenture witnesseth that MAPLEWOOD PARK UTILITIES, INC., an Indiana corporation,

1981 SEP 15 AM [illegible]

ALLEN COUNTY RECORDER

~~of~~ ~~County in the State of~~

Releases and quit claims to the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation,

~~of~~ ~~County in the State of~~

for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

All right, title, and interest of Grantor in and to the easements described in Schedule A attached hereto and made a part hereof.

Subject to all real estate taxes, all zoning laws and ordinances, building, use and occupancy restrictions, building lines, easements, and rights-of-way of record.

GRANTOR WARRENTS THAT NO GROSS INCOME TAX IS DUE OR OWEING AS A RESULT OF THIS CONVEYANCE.

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 20th *day of* August *19* 81 *personally appeared:*

James A. Noneman and Jay E. Conrad, the President and Treasurer, respectively, of Maplewood Park Utilities, Inc.,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires March 13 *19* 84

Sarah J. Petrie

Sarah J. Petrie *Notary Public*

Resident of Allen *County*

Dated this 20th **Day of** August **19** 81

MAPLEWOOD PARK UTILITIES, INC.

By James A. Noneman *Seal*

James A. Noneman, Its President

Seal

Attest: Jay E. Conrad *Seal*

Jay E. Conrad, Its Treasurer

DULY ENTERED FOR TAXATION *Seal*

SEP 0 1 1981

Seal

Gloria J. Goeglein

AUDITOR OF ALLEN COUNTY *Seal*

INSTRUMENT P 5338

This instrument prepared by David B. Keller, SHOAFF, PARKER & KEEGAN*, Attorney at Law*

MAIL TO: Call - Susan
Bd. of Works
7018

7.00

PRINTED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION
(REVISED 8/78)

SCHEDULE A

MAPLEWOOD PARK UTILITIES, INC.
EASEMENTS

ST. JOSEPH TOWNSHIP

	Location		Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	WATER					
u-26	Maplewood Gardens	NE¼ 28-31-13	7- 1-63	7- 9-63	622	157
	Maplewood Park	NW¼ 27-31-13	6-18-63	6-20-63	621	238-39
v-26	Maplewood Park	NW¼ 27-31-13	9-13-61	9-14-61	591	549
	Maplewood Park	NW¼ 27-31-13	9-12-61	9-14-61	591	550
	Maplewood Park	NW¼ 27-31-13	11-22-61	6-25-62	605	91
	Maplewood Plaza	NE¼ 28-31-13	9-29-64	9-27-67	695	432-33
u-26	North side of Stellhorn Rd.	SW¼ 22-31-13	4-12-66	9-27-67	695	429
	North side of Stellhorn Rd.	SW¼ 22-31-13	4-12-66	9-27-67	695	427
	North side of Stellhorn Rd.	SW¼ 22-31-13	4-12-66	9-27-67	695	426
	North side of Stellhorn Rd.	SW¼ 22-31-13	4-12-66	9-27-67	695	425
	North side of Stellhorn Rd.	SW¼ 22-31-13	4-13-66	9-27-67	695	428
	North side of Stellhorn Rd.	SW¼ 22-31-13	7- 1-63	7- 9-63	622	157
	SEWER					
	Cambridge Oaks	Section 27 T31N R13E	8-25-61	8-29-61	590	447
	Cambridge Oaks	Section 27 T31N R13E	9-21-65	9-12-65	659	246
	Countryside Estates	Section 27 T31N R13E	3- 7-67	3- 9-67	685	339-41
	Countryside Estates	Section 27 T31N R13E	5- 4-73	5- 9-73	73-10943	
	Kloepper's Add.	Section 27 T31N R13E	3-11-67	3-23-67	686	45-7
	Kloepper's Add.	Section 27 T31N R13E	3-11-67	3-23-67	686	42-4
	Kloepper's Add.	Section 27 T31N R13E	6-19-72	1-15-73	73-01099	

MAPLEWOOD PARK UTILITIES, INC.

Location		Date Of Instrument	Date Recorded	Book No., Page No. Or Instrument No.	
Kloepper's Add.	Section 27 T31N R13E	3-23-72	5-16-72	72-10055	
Kloepper's Add.	Section 27 T31N R13E	3-17-72	5-16-72	72-10054	
Lindemuth Homestead	Section 27 T31N R13E	6- 7-65	9-13-65	659	245
Maplewood Terrace	Section 22 T31N R18E	11-12-63	2-27-64	632	587-88
Maplewood Terrace	Section 22 T31N R13E	9-18-63	10- 2-63	626	224-25
Windswept	Section 27 T31N R13E	1-26-65	9-13-65	659	244
Eastgate	Section 22 T31N R13E	12-11-64	12-17-64	647	27-9
Maplewood Terrace	Section 22 T31N R13E	3-29-63	10- 3-63	626	265-66
Maplewood Park	Section 27 T31N R13E	8-26-65	9-29-65	660	216

71-67-27 H.I.

94

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MAIL TAX BILLS TO:

81-018844

DULY ENTERED FOR TAXATION
SEP 01 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

CORPORATE DEED

THIS INDENTURE WITNESSETH, That MAPLEWOOD PARK UTILITIES, INC. ("Grantor"), a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS — ~~RELEASES AND QUIT CLAIMS (strike one)~~ to CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation ~~of~~ ~~County, in the State of~~ , in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

(See Legal Description attached hereto as Schedule A.)

Grantor's warranty of title to the real estate being conveyed hereunder is expressly limited to those acts and occurrences affecting said real estate from the date upon which Grantor was conveyed title thereto to the date of this conveyance.

Subject to the second installment of real estate taxes for the year 1980, due and payable in November, 1981, and all subsequent real estate taxes, all zoning laws and ordinances, building, use and occupancy restrictions, building lines, easements, and rights-of-way of record.

GRANTOR WARRENTS THAT NO GROSS INCOME TAX IS DUE OR OWEING AS A RESULT OF THIS CONVEYANCE.

1981 SEP 15 AM 10: 51
ALLEN COUNTY RECORDER

The undersigned person(s) executing this deed represent(s) and certify (certifies) on behalf of the Grantor, that (each of) the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 20th day of August, 19 81

MAPLEWOOD PARK UTILITIES, INC.
(Name of Corporation)

By Jay E. Conrad
JAY E. CONRAD, Treasurer
(Printed Name and Office)

By James A. Noneman
JAMES A. NONEMAN, President
(Printed Name and Office)

STATE OF INDIANA } SS:
COUNTY OF ALLEN }

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman and Jay E. Conrad the President and Treasurer, respectively of MAPLEWOOD PARK UTILITIES, INC., who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of August 19 81.

My Commission Expires: March 13, 1984

Signature Sarah J. Petrie

Resident of Allen County

Printed Sarah J. Petrie, Notary Public

This instrument prepared by Lawrence E. Shine, SHOAFF, PARKER & KEEGAN, Attorney at Law.

Mail to: Call Susan
7018 - Bd of Wks

INSTRUMENT # 5343

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION, REVISED JUNE 1978

5.50 pg

SCHEDULE A

MAPLEWOOD PARK UTILITIES, INC.

The following described real estate situated in Allen County, Indiana:

Parcel 1. Part of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East in Allen County, Indiana, described as follows, to-wit: Beginning at a point on the East line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East, said point being Eight Hundred Thirty-two (832.0) feet North of the Southeast corner of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East; thence North along the said East line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East, Three Hundred Ninety-two (392.0) feet; thence North Sixty-nine (69) degrees and Thirty (30) minutes West, Fifty-seven (57.0) feet; thence South Forty-six (46) degrees West One Hundred (100.00) feet; thence South Twenty-one (21) degrees West Sixty-five (65.0) feet; thence South One Hundred Ninety-five (195.0) feet parallel to the aforementioned East line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East; thence South Seventeen (17) degrees and Thirty (30) minutes East, Ninety-three (93.0) feet; thence East One Hundred Twenty-five (125.0) feet parallel to the South line of the East one-half (1/2) of the Northwest quarter (1/4) of Section 27, Township 31 North, Range 13 East to the point of beginning, containing One and Twenty-five hundredths (1/25) acres of land, more or less; Excepting

Part of Block "A" in Maplewood Park, Section III, a subdivision in the Northwest quarter of Section 27, Township 31 North, Range 13 East, more particularly described as follows, to wit:

Beginning at the Northeast corner of said Block "A"; thence Northwesterly, on and along the North line of said Block "A", 57.0 feet to the Northwest corner thereof, being also the Northeast corner of Lot #111 in said subdivision; thence Southwesterly, by an interior angle of 122°-17', on and along the Westerly line of said Block "A", being also the Easterly line of said Lot #111, a distance of 100.0 feet to the Southeast corner of said Lot #111; thence Southeasterly, by an interior angle of 56°-22', a distance of 135.1 feet to the East line of said Block "A", at a point situated 85.0 feet South of the Northeast corner thereof; thence North, by an interior angle of 74°-30', on and along said East line, 85.0 feet to the point of beginning, containing 0.182 acres of land.

EXCLUDING from this Schedule A any lines or facilities located beneath the St. Joseph River up to and including the first Sixteen inch (16") valve on said line located to the Southeast side of the river in the Service Area.

QL
96

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

MAIL TAX BILLS TO:

81-018843

71-47-1 HI.

DULY ENTERED FOR TAXATION
SEP 0 1 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

CORPORATE DEED

THIS INDENTURE WITNESSETH, That DIVERSIFIED UTILITIES, INC. ("Grantor"), a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS — ~~RELEASES AND QUIT CLAIMS (strike one)~~ to CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation of ~~County, in the State of~~ , in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana, to-wit:

(See Legal Description attached hereto as Schedule A.)

Grantor's warranty of title to the real estate being conveyed hereunder is expressly limited to those acts and occurrences affecting said real estate from the date upon which Grantor was conveyed title thereto to the date of this conveyance.

Subject to the second installment of real estate taxes for the year 1980, due and payable in November, 1981, and all subsequent real estate taxes, all zoning laws and ordinances, building, use and occupancy restrictions, building lines, easements, and rights-of-way of record.

GRANTOR WARRENTS THAT NO GROSS INCOME TAX IS DUE OR OWEING AS A RESULT OF THIS CONVEYANCE.

1981 SEP 15 AM 10:51
ALLEN COUNTY RECORDER
Virginia L. Young

The undersigned person(s) executing this deed represent(s) and certify (certifies) on behalf of the Grantor, that (each of) the undersigned is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 20th day of August, 19 81

DIVERSIFIED UTILITIES, INC.
(Name of Corporation)

By Jay E. Conrad
JAY E. CONRAD, Treasurer
(Printed Name and Office)

By James A. Noneman
JAMES A. NONEMAN, President
(Printed Name and Office)

STATE OF INDIANA
COUNTY OF ALLEN } SS:

Before me, a Notary Public in and for said County and State, personally appeared James A. Noneman and Jay E. Conrad the President and Treasurer, respectively of DIVERSIFIED UTILITIES, INC., who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of August 19 81.

My Commission Expires: March 13, 1984 Signature Sarah J. Petrie

Resident of Allen County Printed Sarah J. Petrie, Notary Public

This instrument prepared by Lawrence E. Shine, SHOAFF, PARKER & KEEGAN, Attorney at Law.

Mail to: Call Susan 7018
Board of Works

INSTRUMENT # 5339

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION, REVISED JUNE 1978

SCHEDULE A

DIVERSIFIED UTILITIES, INC.

The following described real estate situated in Allen County, Indiana:

Parcel 1. Block "A" in Sunnybrook Acres Third Addition in St. Joseph Township, according to the plat thereof recorded in Plat Book 23, page 129 in the Office of the Recorder of said County (sometimes referred to as the Rothman Lift Station Site of the Company and formerly as the Sunnybrook Acres Plant Site of the Company).

Parcel 2. A tract of land in the North half of Section 3 of Adams Township, more particularly described as follows: Starting at the intersection of the South right-of-way line of North River Road and the Southeast right-of-way line of the Maysville Road Extended to the South right-of-way line of the said North River Road in said County; thence generally Southeasterly along the South right-of-way line of the said North River Road, a distance of 1,175 feet to the true point of beginning; thence due South, a distance of 650 feet, more or less, to the Maumee River; thence generally Northeasterly, following the meanderings of the said Maumee River, to a point which is due South of a point on the South right-of-way line of the said North River Road, which said point is 690 feet Southeasterly of the true point of beginning, measured along the South right-of-way line of the said North River Road; thence due North, a distance of 250 feet, more or less, to the South right-of-way line of the said North River Road; thence generally Northwesterly along the South right-of-way line of the said North River Road, a distance of 690 feet to the true point of beginning, containing 6.5 acres, more or less, together with all the land adjacent to the above described parcel which is subject to the ebb and flow of the said Maumee River (sometimes referred to as the Maumee River Plant Site of the Company).

Parcel 3. Part of the East half of the Northwest quarter of Section 35 of St. Joseph Township, to-wit: Commencing at a point on the center line of the Bullerman Ditch and the West line of the East one-half of said Northwest quarter, Section 35; thence Southerly along the West line of the East one half of said Northwest quarter, Section 35, 730.1 feet to point on the South line of said Northwest quarter, Section 35; thence Easterly along the South line of said Northwest quarter, Section 35, 595.75 feet to a point; thence Northerly and parallel to the West line of the East one-half of said Section 35, a distance of 172.3 feet to a point on the center line of the Bullerman Ditch; thence Northwesterly in and along the center line of the Bullerman Ditch, a distance of 856 feet to the aforementioned point of beginning (sometimes referred to as the Bullerman Ditch Lift Station Site of the Company).

EXCLUDING from this Schedule A any lines or facilities located beneath the St. Joseph River up to and including the first Sixteen inch (16") valve on said line located to the Southeast side of the river in the Service Area.

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

81-018839

MAIL TAX BILLS TO:

QUIT-CLAIM DEED

DULY ENTERED FOR TAXATION
SEP 0 1 1981
AUDITOR OF ALLEN COUNTY

This indenture witnesseth that DIVERSIFIED UTILITIES, INC., ~~an Indiana corporation~~,

~~of~~ ~~County in the State of~~

Releases and quit claims to the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation,

~~of~~ ~~County in the State of~~

for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, *the receipt whereof is hereby acknowledged, the following Real Estate in* Allen *County in the State of Indiana, to wit:*

All right, title, and interest of Grantor in and to the easements described in Schedule A attached hereto and made a part hereof.

Subject to all real estate taxes, all zoning laws and ordinances, building, use and occupancy restrictions, building lines, easements, and rights-of-way of record.

GRANTOR WARRENTS THAT NO GROSS INCOME TAX IS DUE OR OWEING AS A RESULT OF THIS CONVEYANCE.

1981 SEP 15 AM 10:49
ALLEN COUNTY RECORDER

State of Indiana, Allen **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 20th *day of* August *19* 81 *personally appeared:*

James A. Noneman and Jay E. Conrad, the President and Treasurer, respectively, of Diversified Utilities, Inc.,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires March 13 *19* 84

Sarah J. Petrie
Sarah J. Petrie *Notary Public*

Resident of Allen *County*

Dated this 20th **Day of** August **19** 81

DIVERSIFIED UTILITIES, INC.,
By James A. Noneman *Seal*
James A. Noneman, Its President

Seal

Attest: Jay E. Conrad *Seal*
Jay E. Conrad, Its Treasurer

Seal

Seal

INSTRUMENT # 5341 *Seal*

This instrument prepared by David B. Keller, SHOAFF, PARKER & KEEGAN, *Attorney at Law*

MAIL TO: Call – Susan Bd. of Works
7018

14.50
UW

PRINTED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION
(REVISED 8/78)

SCHEDULE A

DIVERSIFIED UTILITIES, INC.
EASEMENTS

ST. JOSEPH TOWNSHIP

Location	Date of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	SECTION 8 T31N - R13E			
Greenview	6- 2-66	7-26-66	675	169-73
	SECTION 9 T31N - R13E			
Richardville Reserve	7-22-65	7-28-65	657	51-2
Richardville Reserve	7- 5-65	7-28-65	657	53-4
Rollindale	7- 9-65	7-28-65	657	49-50
Nelson Witmer's Survey	10- 3-66	10- 7-66	679	222-23
Nelson Witmer's Survey	10- 3-66	10- 7-66	679	220-21
Griswold Homestead	10- 3-66	10- 7-66	679	216-17
Nelson Witmer's Survey	10- 3-66	10- 7-66	679	218-19
Rollindale	7-19-66	7-26-66	675	184-85
Rollindale	7-19-66	7-26-66	675	182-83
Rollindale	10-22-67	10-31-67	697	351-53
Rollindale	7-13-65	8-11-65	657	490-91
Sunnybrook Acres	1-18-65	1-19-65	648	245-46
Sunnybrook Acres	1-15-65	1-19-65	648	241-42
Sunnybrook Acres	1-18-65	1-19-65	648	243-44
Sunnybrook Acres	1-14-65	1-19-65	648	230-31
Nelson Witmer's Survey	11- 4-66	11-15-66	681	2-3

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	SECTION 9 (cont.)	T31N - R13E		
Nelson Witmer's Survey	10-12-66	10-14-66	679	405-06
Nelson Witmer's Survey	10-10-66	10-10-66	679	280-81
Nelson Witmer's Survey	10- 6-66	10- 7-66	679	207-08
Nelson Witmer's Survey	10- 5-66	10- 7-66	679	214-15
Griswold Homestead	10- 6-66	10- 7-66	679	212-13
Rollindale	7-12-65	8-11-65	657	488-89
Greenview	8-17-66	8-24-65	658	287-89
Brookside Estates	9- 9-71	5-16-72	72-10056	
Richardville Reserve	3-22-72	5-16-72	72-10057	
Hazard's Homestead	5- 4-73	5-25-73	73-12612	
Hazard's Homestead	4-26-73	5-25-73	73-12613	
Hazard's Homestead	10-14-73	11-13-73	73-28000	
Hazard's Homestead	10- 9-73	11-13-73	73-28001	
Sunnybrook Acres	10-19-73	11-13-73	73-27997	
Ann Hackley Reserve	4-19-77	4-21-77	77-09006	
Greenview "C"	6-1-66 to 6-4-66			
Richardville Reserve	11-22-77	3- 8-78	78-5991	
Richardville Reserve	11-22-77	3- 8-78	78-5992	
Brookside Estates-Pana Drive	12-12-80	12-17-80	80-028685	
Sunnybrook Sewer Plant (Rothman LS)	8-30-64	9-16-64	643	591
	SECTION 16	T31N - R13E		
Brookside Estates	10- 7-66	10-10-66	679	278-79
Greenview Sec. "F"	2-26-66	3- 1-66	668	14-15

SECTION 16 T31N - R13E
(cont.)

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
Greenview Sec. "E"	11- 3-65	12- 7-65	663	505-07
Greenview	1-20-66	1-21-66	665	539-42
Wood Creek Apts.	1-19-65	1-19-65	648	236-37
Greenview Sec. "F"	11- 3-65	12- 7-65	663	502-04
Centerhurst Lot 10	4-18-67	4-20-67	687	149-51
Wood Creek Apts.	2-22-66	3- 1-66	668	12-13
Greenview Sec. "C"	8- 9-65	8-11-65	657	485-87
Greenview Sec. "C"	8- 9-65	8-11-65	657	492-94
Centerhurst Sec. 4 Block A	1-18-65	2- 3-65	649	82-3
Greenfield Ext.	5- 3-63	5- 9-63	619	226
Wood Creek Apts.	8-12-71	8-26-71	71-15978	
Greenview Sec. E	12- 8-71	12-20-71	71-24724	
DeRome's Reserve	1-10-73	1-15-73	73-01102	
Eldrado Hills Sec. II	10-15-73	11- 2-73	73-27198	
East of Brandon Woods	7- 2-79	7-10-79	79-20090	
Centerhurst Lot 15	10- 9-79	10- 9-79	79-31055	
Centerhurst Lot 14	7-26-79	10- 9-79	79-31056	
Centerhurst Lot 16	7-23-79	10- 9-79	79-31057	
Centerhurst T-51	7-26-79	10- 9-79	79-31058	
Centerhurst Lot 1	7-25-79	10- 9-79	79-31059	
Centerhurst T-59	7-26-79	10- 9-79	79-31060	
Centerhurst T-78	7-26-79	10- 9-79	79-31061	

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	SECTION 17 T31N - R13E			
Hoffman's	6-10-66	7-26-66	675	180-81
	SECTION 20 T31N - R13E			
St. Joe L.S.	2-22-65	2-24-65	650	67-8
NE¼ of NW¼ of NW¼	8- 8-66	8-11-66	676	159-62
NE¼ Sec. 20	11-10-66	11-15-66	681	21-5
Bohde Woods	11-25-66	11-29-66	681	324-26
St. Joe L.S. & F.M.	8- 8-66	8-11-66	676	163-64
Sunny Meadows	8-29-66	8-30-66	677	159-60
NW¼ Sec. 20	10-10-65	10-15-65	659	349-51
SE¼ Sec. 20 Tamarack	4- 9-65	5-19-65	653	429-32
SW¼ Sec. 20	12- 1-76	12- 6-76	76-30751	
SW¼ Sec. 20	12- 6-76	12- 6-76	76-30750	
SW¼ Sec. 20	12- 3-76	12- 6-76	76-30752	
SW¼ Sec. 20	2- 2-72	3-23-72		
SW¼ Sec. 20	9-30-74	10- 8-74		
	SECTION 21 T31N - R13E			
Baatz Farm	12-11-63	1-24-64	631	334-35
Royal Oak Park Lot 130	11-15-63	11-18-63	628	513-14
NW¼ Sec. 21	5-19-64			
Royal Oaks Lot 5	11- 2-65	11- 5-65	662	228-30
Royal Oaks Lot 6	2- 4-65	2- 5-65	649	158-60
Royal Oak Park Lot 122	11-15-63	11-18-63	628	515-16
SW¼ of NW¼ & NW¼ of NW¼	5-13-64	1-19-65	648	250-55
NW¼ of NW¼	5-13-64	1-19-65	648	256-61

DIVERSIFIED UTILITIES, INC.

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	SECTION 21 T31N - R13E (cont.)			
Rekeweg	5-30-76	5-31-76	76-06817	
E½ E½ E½ SE¼	6-28-76	7- 2-76	76-015676	
Schmucker's Lot 3	6-28-76	7- 2-76	76-015677	
Schmucker's Lot 4	7-20-76	8- 4-76	76-18746	
Schmucker's Lot 5	6-28-76	7- 2-76	76-015674	
Schmucker's Lot 6	6-28-76	7- 2-76	76-015673	
Schmucker's Lot 7	6-28-76	7- 2-76	76-015668	
Schmucker's Lot 8	6-28-76	7- 2-76	76-015670	
Schmucker's Lot 9	6-28-76	7- 2-76	76-015672	
Schmucker's Lot 10	7- 3-76	8- 4-76	76-18747	
Schmucker's Lot 11	6-28-76	7- 2-76	76-015671	
5727 Stellhorn Road T-36	6-28-76	7- 2-76	76-015675	
5747 Stellhorn Road T-31	6-28-76	7- 2-76	76-015669	
Schmucker's	11- 5-76	11- 5-76	76-27853	
E½ W½ SE¼	10-22-76	10-26-76	76-26768	
No. of Bohde Grove on Maplecrest Rd.	1- 9-80	1-15-80	80-01229	
No. of Bohde Grove on Maplecrest Rd.	1- 9-80	1-15-80	80-01230	
	SECTION 22 T31N - R13E			
W½ NE¼ Sec. 22	3-27-63	3-27-63	617	186
NE¼ Sec. 22-31-13	1-16-65	1-19-65	648	238-40
Golden Acres	1- 5-65	1-19-65	648	228-29
E½ NE¼	1-15-65	1-26-65	648	424-25
Sunset "A" Lot 49	2-27-64	2-28-64	633	120-22

DIVERSIFIED UTILITIES, INC.

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
SECTION 22 T31N - R13E (cont.)				
Swathmore Woods	1- 8-65	2- 5-65	649	161-63
Swathmore Woods	1- 8-65	2- 5-65	649	167-69
Golden Acres	3-19-63	3-21-63	617 10416	56
SECTION 23 T31N - R13E				
Imperial Gardens	1-26-65	2- 5-65	649	145-49
SW¼ Sec. 23	1-26-65	2- 5-65	649	150-52
Arlington IX, Lots 429-36	12- 7-79	12-13-79	79-38059	
SW¼ on Stellhorn Road	3-12-76			
SW¼ on Stellhorn Road	3-10-76			
SW¼ on Stellhorn Road	3-12-76			
S½ E½ and W½ Sec. 23-31-13	9-19-80	10-10-80	80-22232	
SECTION 26 T31N - R13E				
Park State East	10- 2-63	10- 9-63	626	407-08
Park State East	5-26-72	3-20-73	73-06467	
Countryside III	5- 4-73	5- 9-73	73-10943	
St. Peter Church	4- 73	5-25-73	73-12611	
Hacienda Village "J"	4-29-77	4-29-77	77-09943	
SW¼ Sec. 26	10- 6-77	10-12-77	77-029258	
E½ NW¼ Sec. 26	3-18-63	3-19-63	617	21
Between Hacienda Village & Goeglein Rd.	6-28-75	7- 7-75	75-13397	
SECTION 29 T31N - R13E				
Lots 51 & 52 Bradfield Park	1- 7-65	2- 3-65	649	88-90

Location	Date Of Instrument	Date Recorded	Book No., Page No. or Instrument No.	
	SECTION 29 T31N - R13E (cont.)			
Bradfield Park	1- 7-65	1-14-65	648	89-91
Selma & Fred Davids Add.	11- 2-64	12-17-64	647	25-6
	SECTION 34 T31N - R13E			
SW¼ Sec. 34	4- 6-65	4- 7-65	651	498-99
Kercheval Reserve	9- 8-64			
SE¼ Sec. 34	2-18-65	2-19-65	649	528-31
SW¼ Sec. 34	4- 6-65	4- 7-65	651	500-01
CL of Sec. 34	1-15-65	1-19-65	648	232-33
S½ Sec. 34 @ Maysville Rd.	9-30-64	12- 9-64	646	358-62
	SECTION 35 T31N - R13E			
Brownings	10-28-64	12- 9-64	646	383-88
Shordon Est. Sec. 1	1-24-74	2- 4-74	74-02407	
Kercheval Reserve	2-11-71	4-10-74	74-07431	
Kercheval Reserve	9-10-64	12- 9-64	646	405-10
Goeglein's	6- 75			
South of Goegleins	11- 8-62	11- 9-62	611	477
NW¼ Sec. 35	2-26-73	3-20-73	73-06466	

98

Revised July 21, 1981.

71-58-19 H.I. 9/9/81

STATE-LOCAL PUBLIC AGENCY AGREEMENT

CONSTRUCTION AND CONSTRUCTION ENGINEERING FOR FEDERAL AID PROJECTS

THIS AGREEMENT, made and entered into by and between the State of Indiana, through the Indiana Department of Highways, hereinafter referred to as the "STATE", and the Local Public Agency, hereinafter referred to as the "LPA".

WHEREAS, through the cooperation of the LPA, the STATE and the Federal Highway Administration the following designated project is ready for letting by the STATE; Project No. M-F072(1), Hobson Road from U.S. 30 bypass to SR 37 in the City of Fort Wayne

Item ~~XX~~ ~~XXXX~~ No. 80407

WHEREAS, the Federal Aid Funds allocated and available to the STATE for use in connection with this project are $ 1,275,000.00 subject to the approval of the Federal Highway Administration.

WHEREAS, the LPA's share of the cost shall be the total amount of the entire cost of said project (approximately $ 1,700,000.00) less the amount contributed by the Federal Government, through Federal aid, and the LPA has by an appropriation duly made and entered of record appropriated the sum of $ 425,000.00 to apply to the cost of said project, which amount is estimated to equal the LPA's share of the entire cost of the project.

IT IS THEREFORE AGREED by and between the STATE and the LPA as follows:

1. The plans and specifications for the proposed project shall be prepared by the LPA, through a competent and qualified engineer under the laws and regulations governing such project.
2. The plans and specifications shall be subject to the approval of the STATE and the Federal Highway Administration. In the event that said plans and specifications are duly approved by said authorities, the STATE shall, within a reasonable time in accordance with the laws and regulations governing the letting of contracts by said STATE, advertise for bids, and upon receipt and approval of an acceptable proposal the STATE shall award a construction contract

therefore under the laws and regulations governing said STATE. The construction contract shall not be let for a price in excess of the funds available for construction and such contract shall be subject to the approval of the LPA, the STATE, and the Federal Highway Administration through their respective and proper authorities aforesaid before it shall become effective.

3. At the time of the awarding of the construction contract and before the beginning of the work thereunder, the LPA shall contribute and pay to the STATE, a sum equal to ninety percent (90%) of the LPA portion of the bid price for construction; and upon the completion of the contract, the LPA shall pay to the STATE any additional costs incurred for which the LPA is liable under the terms of this agreement. The LPA portion of the costs is the total payment to the contractor less the amount to be paid by the Federal Government from Federal Aid funds allocated to this project. It is understood that the construction contracted is to be awarded based on unit prices, on estimated quanities, and if the total payment to the contractor under the construction contract is more or less than the estimated cost at the time of the signing of the construction contract, the LPA portion of the cost shall increase or decrease accordingly. In no case shall the LPA pay the STATE less than 25 % of the cost of the construction contract work, but may increase subject to deductions for any reimbursements of federal aid for construction costs, utility relocation costs and/or construction engineering costs to which the LPA is entitled. The LPA is entitled to such reimbursement only when advance approval has been granted by the respective State and Federal Highway authorities. Changes in the construction contract will not be made without approval of the LPA, the STATE and the Federal Highway Administration.

4. That in addition to the cost hereinbefore mentioned, the LPA shall provide competent and adequate engineering, testing, and inspection service, or reimburse the STATE for the LPA share if these services are provided by the STATE,

to insure the performance of the work in accordance with the construction contract, plans and specifications. The LPA, through the engineers and inspectors, shall make reports to the STATE as to the progress and performance of the work at such times as the STATE may require. The engineers and inspectors assigned to the project by the LPA may supplement and take the place of the project engineers and inspectors usually assigned to construction projects by the STATE. The STATE's supervising engineers will supervise the work the same as on other construction contracts. In the event that the engineering and inspection service to be performed by the LPA shall, in the opinion of the STATE, be incompetent or inadequate the STATE shall have the right to supplement the engineering and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. In the event that construction engineering is performed by the LPA or by a consultant engineer under an agreement with the LPA, reimbursement of the federal aid portion of such eligible costs may be received by the LPA as follows:

The LPA will submit claim vouchers to the STATE not more often than once per month during the progress of the work, for payment on account for the work completed during the period in question.

When submitting claim vouchers the LPA will certify by its responsible officer and/or engineer that those costs represented by the subject billing represent work physically completed by the consultant or by local forces.

Upon approval of invoices by the STATE, the STATE will request Federal aid funds from the Federal Highway Administration for the amount of the subject claim voucher, less 10% retention.

Upon receipt of Federal aid funds, the STATE will make payment to the LPA, less the 10% retention as outlined above.

Prior to final payment pursuant to this contract, a final audit of the LPA records will be made by the STATE, and upon approval thereof by the STATE, then final payment will be made in accordance with the procedure set out above. (It will be necessary, in the case of C.E. by consultant, that prior approval for overtime be

obtained by the Consultant in writing from the LPA).

Obligation of Federal aid funds extends only to project costs incurred by the LPA after the Indiana Department of Highways authorization to proceed with the project.

5. The right-of-way for said highway shall be of sufficient width to meet the approved designed standards for the project and any additional right-of-way necessary for any widening or relocation proposed for any part of said highway, and shall be procurred by the LPA in compliance with STATE and Federal Highway Administration policies and procedures.

6. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said highway shall be regulated on a continuing basis by the LPA with written use and occupancy agreements in accordance with the STATE's utility accommodation policy titled "State of Indiana State Highway Commissions Policies Covering the Use and Occupancy of Public Highway by Utilities".

7. The LPA hereby consents to the construction of this project as provided for in this agreement and the construction contract, and upon and after the completion of the construction work in accordance with the plans and specifications and the approval thereof by the LPA, the State and Federal Highway authorities aforesaid, the LPA shall control the highway described in this agreement and shall provide proper maintenance, satisfactory to the STATE and the Federal Highway Administration, at the LPA's expense.

8. The LPA, prior to final acceptance of the project by the STATE and the Federal Highway Administration, is to regulate, place, and maintain informational, regulatory, and warning signs or other markings and traffic signals necessary for proper traffic operations of the project subject to the approval of the STATE and the concurrence of the Federal Highway Administration.

9. The engineering staff of the contracting unit shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during

the contract period and for three (3) years from the date of final payment, by the Federal Highway Administration. The Federal Highway Administration, the STATE, or other authorized representative of any unit providing money for the project shall be furnished copies thereof if requested.

10. In keeping with the intent of Indiana's MBE Affirmative Action Plan and Federal Regulations concerning employment of minority business enterprises, the LPA will follow procedures as out-lined in the State MBE Affirmative Action Plan.

11. This agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF The State of Indiana and the LPA, through their undersigned respective officials, have hereunto affixed their signatures.

Clerk-Treasurer (Please)

ATTEST:

Sandra E. Kennedy

Signature

SANDRA E. KENNEDY

(Print or type name and Title)

CLERK- Bd. of WORKS

Approved as to legality and form

Floyd Whitmer Dep. AG

for

Linley E. Pearson

Attorney General of Indiana

5-28-81

Mayor, with (Board of Public Works)

~~with (Town Board)~~

~~or (County Commissioners)~~

Signature

Win Moses, Jr., Mayor City of Fort Wayne

(Print or type name and Title)

Signature

Thomas W. Latchem, Chairman Bd. Public Works

(Print or type name and Title)

Betty R. Collins

Signature

Betty R. Collins, Member

(Print or type name and Title)

Roberta Anderson-Staten

Signature

Roberta Anderson-Staten, Member

(Print or type name and Title)

STATE OF INDIANA

BY: INDIANA DEPARTMENT OF HIGHWAYS

Gene K Hallock

Gene K. Hallock

Director

Daniel A. Novreske

Daniel A. Novreske

Deputy Director, Administration

RECEIVE
AUG 28 1981
ATTORNEY GENERAL
OF INDIANA

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Allen

On this 14th day of August, 1981

there appeared before me, a Notary Public in and for said (County)

Allen County, Thomas W. Latchem, Betty R. Collins

Roberta Anderson Staten, and Sandra E. Kennedy respectively,

of the Board of Public Works of Fort Wayne, Indiana

and stated that the above agreement was signed and attested in behalf of said (City) (County) (Town)

WITNESS my hand and seal this 14th day of August, 1981.

Anne J. Fox
Notary Public

My Commission expires 3-6-84

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

On this 24 day of August, 1981

there appeared before me, a Notary Public in and for said County,

GENE K. HALLOCK, Director of the Indiana Department of Highways,

and acknowledged the execution of above agreement in behalf of the State of Indiana

WITNESS my hand and seal this 24 day of August, 1981.

Hildreth L. Smith
Notary Public

HILDRETH L. SMITH
Resident of Johnson County

My Commission Expires June 17, 1985

Prepared by Virgil A. Bell
Virgil A. Bell, Chief
Division of State Aid

BOARD OF PUBLIC WORKS
RECEIVED
SEP 0 2 1981

Highways
Ind. Dept. of
STATE AID
AUG 1981

71-57-11 H.I.
9/9/81

EASTLAND GARDENS, Sections A and B
WOODLAND ACRES ADDITION
STINSON'S FIRST SUBDIVISION

RESOLUTION 883-1981

RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a storm relief sewer which, from its size and character, is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but it also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be construction, be and the same is hereby ordered.

MAIN STORM LINE
Beginning at the intersection of Autumn View Drive and Tillman Road; thence North 2100± LF to Oakwood Drive; thence East 1800± LF terminating at a proposed catch basin.

Lateral 1
Beginning at a proposed storm sewer located at the intersection of Autumn View Drive and Ridgeway Drive; thence East 600± LF terminating at a proposed catch basin.

Lateral 2
Beginning at the intersection of Autumn View Drive and Dexter Drive; thence East 650± LF terminating at a proposed catch basin.

Lateral 3
Beginning at the intersection of Autumn View Drive and Stinson Drive; thence East 1600± LF terminating at a proposed catch basin.

Lateral 4
Beginning at the intersection of Autumn View Drive and Castle Drive; thence East 400± LF terminating at a catch basin.

Lateral 5
Beginning at the intersection of Autumn View Drive and Chandler Drive; thence East 430± LF terminating at a proposed catch basin.

Lateral 6
Beginning at the intersection of Stinson Avenue and Lemar Drive; thence North 330± LF to a proposed manhole located in the intersection of Castle Drive and Lemar Drive; thence 800± LF terminatinzg at a proposed catch basin.

Lateral 7
Beginning at the intersection of Stinson Drive and Lemar Drive; thence south 700± LF to the intersection of Dexter Drive and Lemar Drive at a proposed manhole; thence easterly 1050± LF terminating at a proposed catch basin.

Lateral 8
Beginning at the intersection of Lemar Drive and Dellview Drive; thence east 900± LF terminating at a proposed catch basin.

Lateral 9
Beginning at an existing storm manhole located 200± LF north of Tillman Road on Lemar Drive; thence north 200± LF to a proposed manhole, located within the intersection of Lemar Drive and Ridgeway Drive; thence east 400± LF terminating at a proposed catch basin.

Lateral 10
Beginning at an existing storm sewer located at the intersection of Hessen Cassel Road and Ridgeway Drive; thence 1100± LF to the intersection of Stinson Drive and Hessen Cassel Road terminating at a proposed cleanout.

Said sewer shall be variable to 48-to-12-inches in diameter, with all its appurtenances shall be constructed in accordance with the plans, profiles, and specifications now on file in the office of the Department of Public Works of said City and shall be used for storm water purposes only.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles, and specifications now on file in the office of the Board of Public Works of said City.

The total cost of said sewer shall be paid by City and the holders of property beneficially affected thereby in proportion to the benefits received, including not only theproperty abutting on the line of said sewer, but also all property which may be beneficially affected by the construction of said sewer which lies within the following described territory in the City of Fort Wayne, County of Allen, State of Indian, to-wit:

All lots and lands affected within the following described area:

Beginning at the intersection of Tillman Road and Hessen Cassel Road; thence North 2600± LF to the I&M right-of-way and easement; thence westerly 2600± LF to the west boundary line of Lots 247 through Lots 271 inclusive of Eastland Gardens Addition, Section B; then extending south 40± LF to the centerline of Tillman Road; thence easterly 2600± LF along Tillman Road to Hessen Cassel Road; being the Point of Beginning, EXCEPT ALL PUBLIC STREETS, ROADS AND RIGHTS-OF-WAYS.

The City shall pay a portion of the cost of said sewer not to exceed One Hundred Fifty-Thousand ($150,000.00) Dollars, and the remainder shall be assessed against the property owners beneficially affected, it being expressly intended and provided that the City of Fort Wayne shall pay only One Hundred Fifty-Thousand ($150,000.00) Dollars, of the construction of said sewer only if the owner of property beneficially affected participate.

Assessments if deferred are to be paid in ten equal annual installments with interest at the rate of ten and one-quarter (10.25%) per annum and/or one-half (1/2) of the prevailing prime interest rate. A bond or bonds shall be issued to the contractor in payment of said work, unless the property owners shall pay said assessments before said bond or bonds are issued.

Under no circumstances shall the City of Fort Wayne, be or be held responsible for any sum or sums of money due from said property owner or owners for said work or for the collection of the same or the payment of any bond, or bonds, certificate or certificates issued to the contractor in payment for such work, except for such monies as shall have been actually received by the City for the assessments for such improvement.

All proceedings had and work done in the construction of said Main Sewer with all its appurtenancec, manner of assessment of property and issuance of bonds therefore, shall be as provided for in an act of the General Assembly of the State of Indiana, I.C. 19-2-7-1 -- 19-2-7-23 and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof, passed by the General Assembly of the State Of Indiana.

ADOPTED this 9 day of September, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten, Member

Betty R Collins

Betty R. Collins, Member

ATTEST:

Sandra E Kennedy

Clerk, Board of Public Works

71-54-16 H. I
9/2/81

AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, hereinafter referred to as the "City", and the Fort Wayne Community Schools, hereinafter referred to as the "School",

WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the parties hereto desire to cooperate in the planned reconstruction of State Boulevard from Reed Road to Lahmeyer Road, and

WHEREAS, the City has programmed the reconstruction of State Boulevard utilizing Federal Funds, and

WHEREAS, the purpose of this Agreement is to set forth the kinds of proposed improvements along the Haley and Blackhawk Schools and how these improvements will affect the school fences and sidewalks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. The City shall prepare plans and will provide the School an opportunity to review the plans.
2. The City plans to improve State Boulevard to a 4-lane, 50-foot wide street, including 6-inch concrete curbs, 5-foot sidewalks, improved storm drainage, modernized traffic signals and pavement markings. Pedestrian ramps will be provided at signalized intersections and pedestrian signals will be installed where needed.
3. No cost will be assessed toward the School; the City shall pay the local share for the State Boulevard Improvements.
4. The City has determined by field survey of the existing walks and by preparing sketch plans, that the existing sidewalks and fences along Haley and Blackhawk Schools do not need to be relocated. Therefore, the City and

School agree to leave the existing sidewalks and fences at their present locations, and the City shall prepare the plans showing the sidewalks and fences to remain in place.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized.

SCHOOL
Fort Wayne Community Schools
Lavon E. Miller
Lavon E. Miller, Director
Buildings & Grounds

CITY
City of Fort Wayne, Indiana
Robert A. Anderson
Betty R. Collins
BY ITS BOARD OF PUBLIC WORKS

Orig to Hirschy Agreement

71-48-33 H.I
8/26/81

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
board of public works

August 6, 1981

Howard T. Hirschy
4119 Diplomat Plaza
Fort Wayne, Indiana 46806

Reference: Agreement for Payment of Sewer Taps
"Cassel Heights" Resolution 333-80
North Maumee Study Area - B.O. 54-80
EPA C-180599-08

Dear Mr. Hirschy:

This is to confirm negotiations for right-of-way between the Board of Public Works of the City of Fort Wayne and Howard T. Hirschy for an area generally bounded on the South by McKinnie Avenue; bounded on the West by Wayne Trace; generally bounded on the North by Portsmouth Drive and its Easterly extensions thereof; and, bounded on the East by the East line of the Southwest Quarter of Section 17, Township 30 North Range 12 East, more particularly described as follows:

> The South Half of the Southwest Quarter of Section 17, Township 30 North, Range 13 East, except the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 17, Township 30 North, Range 13 East, lying South and East of the Schapper Ditch and which said parcel is described by metes and bounds as follows:
>
> Commencing at a stone at the Southeast corner of the Southwest Quarter of said Section 17 for a place of beginning; thence North 25 minutes East along the East line of the Southwest Quarter of said Section 17, to the South Bank of the Schapper Ditch, a distance of 225.75 feet, which point is marked by an iron pipe under a stone; thence North 75 degrees and 45 minutes West along South Bank of said ditch 36.65 feet; thence South 88 degrees and 53 minutes West along the South Bank of said ditch 191.55 feet; thence South 67 degrees and 21 minutes West along said ditch bank 37 feet; thence South 7 degrees and 28 minutes West along said ditch bank 37 feet; thence South 7 degrees and 28 minutes West along said ditch 216.75 feet to an iron pin under a stone on the South line of said Southwest Quarter section; thence South 89 degrees and 32 minutes East along said South line 287.55 feet to the point of beginning, all located in Allen County, State of Indiana.

The City of Fort Wayne does hereby agree that a credit of Eight thousand eight hundred fifty-nine ($8,859.00) dollars toward area connection fees, will be established for any sanitary connections made into subject sanitary sewer as it traverses across the aforedescribed area. Any fees in excess of this amount shall be due and payable City Utilities as the aforedescribed area is developed.

Howard T. Hirschy, owner of the aforedescribed area, does hereby agree to withdraw any and all remonstrations filed in connection with Sewer Easement Resolution No. 195-80 and execute a voluntary easement prepared by the City across the aforedescribed area.

OWNER

Howard T. Hirschy
Howard T. Hirschy

Approved This 19th Day
of August of 1981

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST

Sandra E Kennedy
Sandra Kennedy, Clerk

APPROVED as to form and legality:

Richard I. Snouffer
Associate City Attorney

STREETSCAPE BIDS -- AUGUST 26, 1981 9:00 A.M. Bid

	Brooks	Dailey	Moellering	Rieth-Riley	Spears Dehner	T + F	Hipskind Asphalt	Exterior Design	Ewing Nursery
DIV. I BASE BID SECTIONS 1, 2 & 3	278,237.03	384,334.60	356,688.45	325,289.65	404,322.60	362,245.43	398,719.50	—	—
ALT. PRECAST SCREENWALL	50,025.00	58,507.50	56,550.00	57,681.00	76,125.00	67,555.50	87,000.00	—	—
DIV. II BASE BID SECTIONS 1 & 2	28,833.20	—	—	—		16,348.00	—	21,800.00	26315.00
SECTIONS 1 & 2 ALTERN. TREE SIZE	26,891.90	—	—	—		14.062.00	—	20,040.00	24077.00
SECTION 1 ALTERN. SODDING	1,860.00	—	—	—		900.00	—	19,550.00	1,605.00
SECTION I ALTERN. MAINTENANCE	694.14	—	—	—		1200.00	—	3000.00	2,010.00
SECTION II ALTERN. MAINTENANCE	124.33	—	—	—		500.00	—	1,000.00	450.00
SECTION II ALTERN. SODDING	787.50	—	—	—		450.00	—	2,400.00	802.50
DIV. III TRAFFIC BASES & CONDUIT	—	—	—	—		8710.00	—	—	—

Rebid Notice
Bids rejected 8/20/81

71-41-3 H.I. 8/20/81

.02

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on the 10th day of September, 1981, at 10:00 A.M., for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1982, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

THOMAS W. LATCHEM
ROBERTA ANDERSON STATEN
BETTY R. COLLINS
BOARD OF PUBLIC WORKS

ATTEST: SANDRA KENNEDY, CLERK

PUBLISH: AUGUST 24 & 31, 1981

sa

8/26/81
71-46-15

Res. 5922-81

BROADWAY STREETSCAPE BIDS -- AUGUST 26, 1981 9:00 A.M.

Bid

Engineer's Estimate

CONTRACTOR	Brooks	L.W. Dailey	Moellering	Rieth-Riley	Spears Dehner	T + F	Hipskind Asphalt	Exterior Design	Ewing Nursery	Lawn + Turf	Siebold & Price	Whitko	Biggs Electric	Morse Electric		71-46-15 H.I 8/26/81
DIV. I BASE BID SECTIONS 1, 2 & 3	278,237.03	384,334.60	352,688.45	325,289.65	404,322.60	362,245.43	398,719.50	—	—	—	—	—	—	—	DIV. I BASE BID SECTIONS 1, 2 & 3	297,691.80
ALT. PRECAST SCREENWALL	50,025.00	58,507.50	56,550.00	57,681.00	76,125.00	67,555.50	87,000.00	—	—	—	—	—	—	—	ALT. PRECAST SCREENWALL	No Est.
DIV. II BASE BID SECTIONS 1 & 2	28,833.20	—	—	—		16,348.00	—	21,800.00	26315.00	20718.00	18400.00	28,131.00	—	—	DIV. II BASE BID SECTIONS 1 & 2	27,600.00
SECTIONS 1 & 2 ALTERN. TREE SIZE	26,891.90	—	—	—		14.062.00	—	20,040.00	24077.00	14588.00	17,510.00	23,907.00	—	—	SECTIONS 1 & 2 ALTERN. TREE SIZE	22,450.00
SECTION 1 ALTERN. SODDING	1,860.00	—	—	—		900.00	—	19,550.00	1,605.00	600.00	900.00	855.00	—	—	SECTION 1 ALTERN. SODDING	1,275.00
SECTION I ALTERN. MAINTENANCE	694.14	—	—	—		1200.00	—	3000.00	2,010.00	1500.00	850.00	400.00	—	—	SECTION I ALTERN. MAINTENANCE	3,180.00
SECTION II ALTERN. MAINTENANCE	124.33	—	—	—		500.00	—	1,000.00	450.00	1,000.00	150.00	100.00	—	—	SECTION II ALTERN. MAINTENANCE	720.00
SECTION II ALTERN. SODDING	787.50	—	—	—		450.00	—	2,400.00	802.50	300.00	450.00	427.50	—	—	SECTION II ALTERN. SODDING	Combined w/ Sec. 1
DIV. III TRAFFIC BASES & CONDUIT	—	—	—	—		8710.00	—	—	—	—	—	—	13,600.00	12,220.00	DIV. III TRAFFIC BASES & CONDUIT	12,800.00

Rebid Notice
Bids rejected 8/20/81

71-41-3 H.I. 8/20/81

.02

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on the 10th day of September, 1981, at 10:00 A.M., for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1982, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

THOMAS W. LATCHEM
ROBERTA ANDERSON STATEN
BETTY R. COLLINS
BOARD OF PUBLIC WORKS

ATTEST: SANDRA KENNEDY, CLERK

PUBLISH: AUGUST 24 & 31, 1981

sa

9 103

71-39-35 H.I.
8/19/81

RESOLUTION 71-39-35

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Allen County, State of Indiana, that:

WHEREAS, the Consolidated Rail Corporation, hereinafter referred to as ConRail, and the City of Fort Wayne hereinafter referred to as City, and,

WHEREAS, that said ConRail insofar as it has the legal right and its present title permits and in consideration of the covenants and conditions hereinafter stated on the part of the City to be kept, and performed, hereby permits the City to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 48-inch reinforced concrete gravity flow sanitary sewer, encased in a 72-inch steel pipe, through the lands and under and across the roadway and tracks of Main Line (Pittsburgh&Chicago) of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 16683+60±, located 1948 feet west of Mile Post 315 at a point 0.90 of a mile west of the Station of Adams, Allen County, Indiana, more particularly described as follows, to-wit:

> Beginning at a proposed manhole located 50± LF west of and 45± LF South of the centerline intersection of said Trier Ditch and Moeller Road; thence south along and parallel with the west bank of said Trier Ditch 1,120± LF to a proposed manhole located 700± LF north of and 450± LF east of the centerline intersection of Trier Ditch and Adams Center Road; thence southwesterly crossing Trier Ditch 870± LF to a proposed manhole located 80± LF south of and 74± LF east of the centerline intersection of Trier Ditch and Adams Center Road; thence south along and parallel with said Trier Ditch and 1,700± LF to a proposed manhole located 100± LF north of and 100± LF east of the centerline intersection of Penn Central Railroad and Trier Ditch; thence westerly along the right-of-way of said Penn Central right-of-way 300± LF; thence, south 170± LF crossing the said Penn Central right-of-way to a proposed manhole located 40± LF west of and 110± LF south of the centerline of said Trier Ditch and Penn Central Railroad; thence southwesterly along the north bank of said Trier Ditch 5,850± LF terminating at a proposed manhole located 40± LF west of the centerline of Trier Ditch and 1,400± LF west of the centerline of Meyer Road.

WHEREAS, the City agrees to pay to ConRail the amount of One Thousand Seven Hundred ($1,700.00) Dollars as reimbursement for the rights to enter upon said property owned by ConRail.

NOW, THEREFORE, it is hereby approved by the City through its Board of Public Works that the attached agreement between the City of Fort Wayne and Consolidated Rail Corporation be adopted.

EXECUTED this 19th day of August, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard I. Snouffer

Richard I. Snouffer, Associate
City Attorney

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

71-39-34 H. I.
8/19/81

RESOLUTION 71-39-34

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne Allen County, State of Indiana, that:

A

WHEREAS, the Consolidated Rail Corporation, hereinafter referred to as ConRail, and the City of Fort Wayne, hereinafter referred to as City, and,

WHEREAS, that said ConRail insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the City, to be kept and performed hereby permits the City to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 27-inch reinforced concrete gravity flow sanitary sewer, encased in a 38-inch steel pipe through the lands and under and across the roadway and tracks of the Grand Rapids Branch of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 5045+05±, located 2905 feet north of Mile Post 95, at a point in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows, to-wit:

> Beginning at an existing manhole structure located 660± LF south of and 50± LF west of the intersection of Butler Road and Butler Court; thence meandering southwesterly 220± LF to a proposed manhole located 320± LF south of and 100± LF west of the intersection of Butler Road and Butler Court; thence westerly 695± LF to a proposed manhole located 330± LF south of and 200± LF east of the project intersection of Butler Road and Grand Rapids and Indiana Railroad; thence southwesterly 255± LF to a proposed manhole located 400± LF south of and 30± LF West of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence southerly 735± LF to a proposed manhole located 1135± LF south of and 30± LF west of the projected intersection of Butler Road and Grand Rapids and Indiana Railroad; thence meandering southwesterly 3105± LF to a proposed manhole located 20± LF north and 460± LF east of the intersection of West State Boulevard and Neuhaus Drive; thence westerly 835± LF terminating at a proposed manhole which is a part of this Resolution, located 20± LF north of the intersection of West State Boulevard and Westgate Drive.

WHEREAS, the City agrees to pay to ConRail the amount of One Thousand Eight Hundred Fifty ($1,850.00) Dollars as reimbursement for the rights to enter upon said property owned by ConRail.

NOW, THEREFORE, it is hereby approved by the City through its Board of Public Works that the attached agreement between the City of Fort Wayne and Consolidated Rail Corporation be adopted.

EXECUTED this 19th day of August, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard I Snouffer

Richard I. Snouffer, Associate
City Attorney

This instrument prepared by:

C. Duane Embury,P.E., Chief
Water Pollution Control Engineer

71-39-33 H.I.
8/19/81

RESOLUTION 71-39-33

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, that:

WHEREAS, the Consolidated Rail Corporation, hereinafter referred to as ConRail and the City of Fort Wayne, hereinafter referred to as City, and,

WHEREAS, that said ConRail isofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter s ated on the part of the City to be kept and performed, hereby permits the City to construct, operate, maintain, repair, alter, renew, relocate and ultimately remove one (1) 24-in reinforced concrete gravity flow sanitary sewer, encased in a 36-inch steel pipe, through the lands and under and across the roadway and tracks of the Grand Rapids and Indiana Branch of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 4975+75±, located 1250 feet north of Mile Post 94, at a point in the City of Fort Wayne, Allen County, State of Indiana, more particularly described as follows, to-wit:

> Beginning at an existing manhole located 170± LF south of the centerline intersection of High Street and Tyle Avenue; thence westerly 533± LF to a proposed manhole on Leesburg Road located 90± LF west of and 380± LF north of the centerline intersection of Norfold and Western Railroad and Leesburg Road; thence north westerly along Leesburg Road 1026± LF to a proposed manhole located 70± LF west of and 5± LF north of the centerline intersection of Leesburg Road and Lansing Avenue; thence northerly 589± LF to a proposed manhole 55± LF west of and 210± LF south of the centerline intersection of Leesburg Road and Spring Street; thence northwesterly 270± LF to a proposed manhole located 20± LF west of and 15± LF north of the centerline intersection of Sprunger Street and Spring Street; thence northerly 25± LF terminating at an existing manhole located 15± LF west of and 40± LF north of the centerline intersection of Spring Street and Sprunger Street.

WHEREAS, the City agrees to pay to ConRail the amount of One Thousand Eight Hundred ($1,800.00) Dollars as reimbursement for the rights to enter upon said property owned by ConRail.

NOW, THEREFORE, it is hereby approved by the City of Fort Wayne through its Board of Public Works, that the attached agreement between the City of Fort Wayne and Consolidated Rail Corporation be adopted.

EXECUTED this 19th day of August, 1981

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten , Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard I. Snouffer

Richard I. Snouffer, Associate
City Attorney

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

71-39-32 H.I.
8/19/81

RESOLUTION 71-39-32

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Indiana, that:

WHEREAS, that Consolidated Rail Corporation, hereinafter referred to as ConRail and City of Fort Wayne, hereinafter referred to as City, and,

WHEREAS, that said ConRail inso far as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter set forth on the part of the City to be kept and performed, hereby permits City to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 27-inch reinforced concrete gravity flow sanitary sewer, encased in a 38-inch steel pipe, through the lands and under and across the roadway and tracks of Main Line (Pittsburgh-Chicago) of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 17011+90±, located 2402 feet east of Mile Post 322, at a point in the City of Fort Wayne, Allen County, Indiana, more particularly described as follows, to-wit:

> Beginning at a proposed manhole located 100± LF north of and 170± LF west of the centerline intersection of Jefferson Boulevard formerly US 24 and the St. Mary's River; thence westerly 388± LF to a proposed manhole located 50± LF north of and 570± LF west of the centerline intersection of Jefferson Boulevard formerly US #24 and the St. Mary's River; thence northwesterly 381± LF to a proposed manhole located 390± LF north of and 720± LF west of the centerline intersection of Jefferson Boulevard formerly U.S. #24 and St. Mary's River; thence westerly 557± LF to a proposed manhole located 350± LF east of and 415± LF north of the centerline intersection of LE&W Railroad and the Pittsburgh-Fort Wayne-Chicago Railroad; thence southwesterly 668± LF to a proposed manhole located 150± LF north of and 300± LF west of the centerline intersection of LE&W Railroad and the Pittsburgh-Fort Wayne-Chicago Railroad; thence northwesterly along the Pittsburgh-Fort Wayne-Chicago Railroad 1,225± LF to a proposed manhole located 90± LF north of and 75± LF west of the cneterline intersection of the Junk Ditch and the Pittsburgh-Fort Wayne-Chicago Railroad; thence meandering southerly along the Junk Ditch 1,623± LF terminating at a proposed manhole located 180± LF south of and 35± LF west of the centerline intersection of Beadell Street and the Junk Ditch.

WHEREAS, the City agrees to pay ConRail the amount of One Thousand Eight Hundred Fifty ($1,850.00) Dollars as reimbursement for the rights to enter upon said property owned by ConRail.

NOW, THEREFORE, it is hereby approved by the City of Fort Wayne, through its Board of Public Works, that the attached Agreement between the City of Fort Wayne and Consolidated Rail Corporation be adopted.

EXEUCTED this 19th day of August, 1981.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Clerk, Board of Public Works

APPROVED as to form and legality:

Richard I. Snouffer, Associate
City Attorney

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

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Improvement Resolution 71-36-14 H.I

FOR CURB ~~AND~~ SIDEWALK AND
STREET LIGHTS

8/19/81

No. 5898-81

See 70-110-5 2/4/81

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing totally new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield Avenue. Also, to construct an underground ornamental street lighting system on West Oakdale Drive from South Wayne to Fairfield Avenue.

NOTE: Resolution amended to read: Payment shall be financed by the Barrett Law revolving improvement fund as provided for in I. C. 18-6-5-29.5.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

9%

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid as follows:

Sidewalks	75% Property Owner	25% City
Curbs	50% " "	50% "
Street Lights	$3.27 L.F. Property Owner Participation of property abutting said street	

Adopted, this 19th day of August, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Robert Anderson
Betty R Collins

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71-36-13 H.I.
8/19/81

108

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5921

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing new sidewalks where needed on the following streets: Reed St. - Both sides north of Rudisill to the south of Oxford; Robinwood Dr. - Both sides from north of Grier to south of Oxford; Bowser Ave. - Both sides from north of Rudisill to south of Grier; also known as OXFORD NEIGHBORHOOD, PHASE VI-C.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

Adopted, this 19th *day of* August, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson
Betty R Collins

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71-36-12 H.I
8/19/81

STREET LIGHTING RESOLUTION NO. 154-81
EAST RUDISILL BOULEVARD

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that is deemed necessary to light East Rudisill Boulevard from Lafayette Street to South Anthony Boulevard, all in accordance with the detailed drawing and specifications on file in the office of the Department of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted this 19th day of August 1981.

BOARD OF PUBLIC WORKS

Betty R. Collins

Attest:
Sandra E. Kennedy
Clerk

71-31-27 8/12/81 H.I

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

July 31, 1981

Sheriff Charles Meeks
Room 100
Allen County Court House
Fort Wayne, Indiana 46802

SUBJECT: Trespassing at Hurshtown Reservoir

Dear Sheriff Meeks;

The Hurshtown Reservoir, located approximately 1.5 miles North of Grabill, Indiana (map attached) is owned by the Fort Wayne, Indiana Water Utility. It is enclosed on all four sides by a chain link fence and posted with No Trespassing signs.

This letter will be your authorization to act as our agent to enforce the State laws on trespassing and vandalism on City property at the Hurshtown Reservoir.

Only authorized City Personnel will be allowed in this area, normally 7:30 A.M. to 4:30 P.M., Monday through Friday.

You may contact any of the following persons and we will take the appropriate action:

1.	Glen R. Patrick,	423-7139	OR	745-3583	(Home)
2.	Denver Howard,	423-7139	OR	485-3322	(Home)
3.	Joseph Lazoff,	423-7139	OR	484-9885	(Home)
4.	Donald Schaber,	423-7139	OR	485-3284	(Home)

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

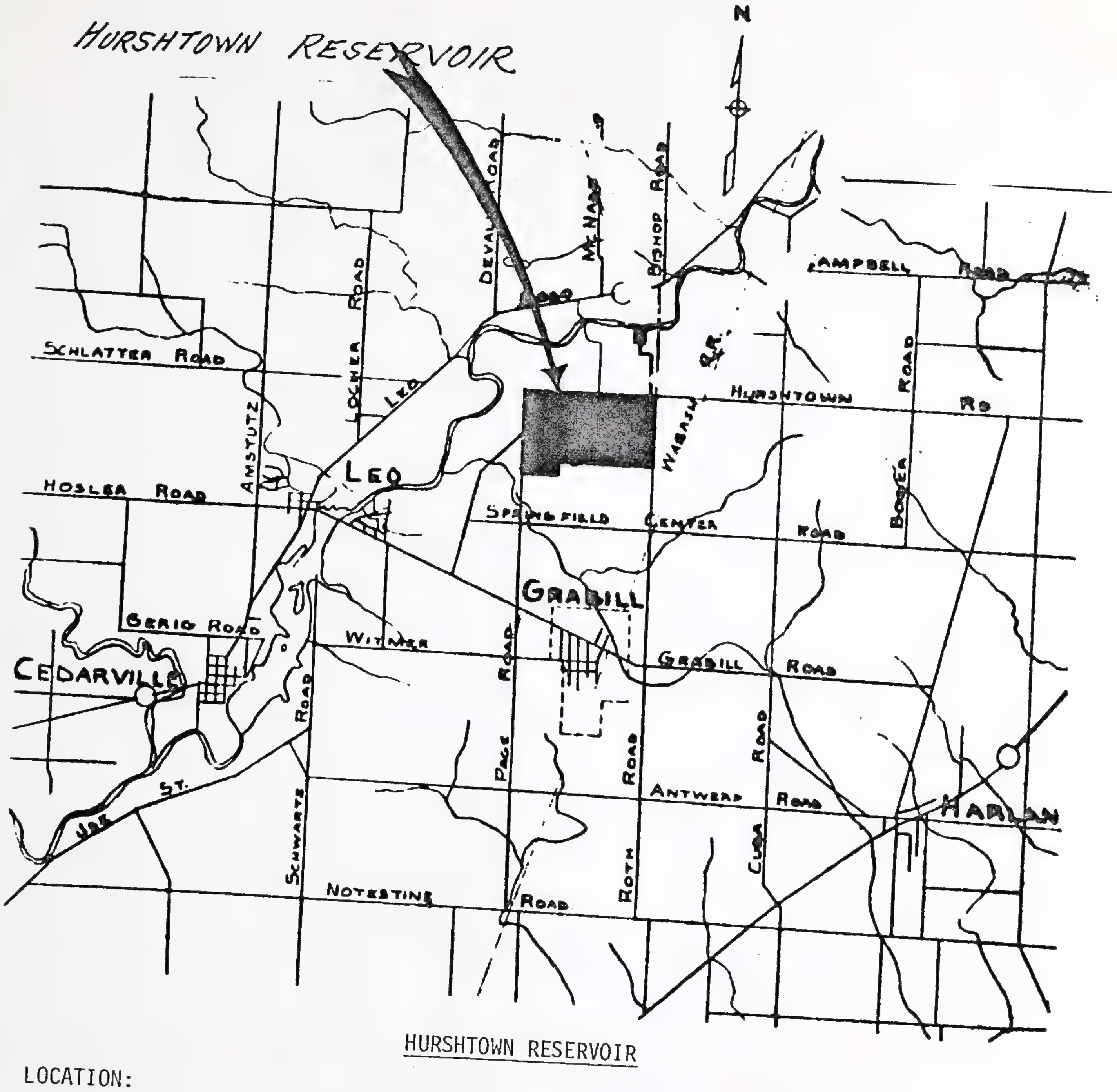
Betty R. Collins

Betty R. Collins, Member

cc: Win Moses, Jr., Mayor

Philip R. Boller, Director of Water Resources

Glen Patrick
Denver Howard
Joseph Lazoff
Donald Schaber


HURSHTOWN RESERVOIR
N
DEVAL ROAD
MCNABB
BISHOP ROAD
CAMPBELL ROAD
SCHLATTER ROAD
LOCHER ROAD
LEO
AMSTUTZ
HURSHTOWN RD
ROAD
WABASH R.R.
BOGER
HOSLER ROAD
LEO
SPRINGFIELD CENTER ROAD
GRABILL
GERIG ROAD
WITMER
CEDARVILLE
PAGE ROAD
GRABILL ROAD
CUBA ROAD
SCHWARTZ ROAD
ROTH ROAD
ANTWERP ROAD
HARLAN
JOE ST.
NOTESTINE ROAD

HURSHTOWN RESERVOIR

LOCATION:

Hurshtown Reservoir is located in the North half of Section 13, Township 32 North, Range 13 East, Allen County, Indiana. It is approximately 1.5 miles North of Grabill, Indiana.

OWNERSHIP:

Fort Wayne, Indiana Water Utility

July 31, 1981

Memorandum

To Board of Public Works Date July 31, 1981

From Philip R. Boller

Subject Trespassing at Hurshtown Reservoir

COPIES TO:

G. Patrick

For your review and execution is a letter and a map to our County Sheriff, Charles Meeks, concerning their authorization to act as our agent to enforce trespassing and vandalism at Hurshtown Reservoir.

I would recommend that our Public Relations Department release this information to the news media ahead of the letter being sent to the Sheriff.

Respectfully,

P R Boller

Philip R. Boller
Director of Water Resources

BOARD OF PUBLIC WORKS
RECEIVED
JUL 31 1981

Send copies to:

71-31-27 8/12/81

112

71-30-21 H.I.
8/12/81

AGREEMENT FOR SPECIAL ATTORNEY SERVICES

THIS AGREEMENT, made and entered into by and between the City of Fort Wayne acting by and through its Board of Public Works (hereinafter referred to as "City") and Richard I. Snouffer, Attorney at Law (hereinafter referred to as "Attorney")

WITNESSETH:

Whereas, the City has found it necessary to obtain the legal services of an attorney for the administration of various projects funded by the Environmental Protection Agency (E.P.A.) under Sewage Works Grant Nos. C-180599 and C-180774, and

Whereas, the legal services required in connection with said projects shall include but not be limited to the following:

1. Review, evaluation and approval of all contracts.
2. Review and evaluation of any Minority Business Enterprise (MBE) documents.
3. Defend the City in any contractual disputes arising from the Contractors and any court suits against the City arising therefrom, and

WHEREAS, The City has determined that it is in the best interest of the City of Fort Wayne to employ special legal counsel to represent it in legal matters related to the aforementioned projects funded by the E.P.A.

NOW, THEREFORE, it is hereby agreed that

1. The City shall employ Richard I. Snouffer, Attorney at Law, as its Special Attorney to represent it in all legal matters arising out of or connected with the aforementioned projects funded by the E.P.A.
2. The City shall reimburse said Attorney in the performance of his services for all related out of pocket expenses, long distance telephone bills and the Attorney shall be

compensated for all other services rendered at the rate of $75.00 per hour.

BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten

Roberta Anderson Staten, Member

Betty R. Collins

Betty R. Collins, Member

Attest:

Sandra E. Kennedy

Sandra Kennedy, Clerk

ATTORNEY AT LAW

Richard I. Snouffer

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Memorandum

To Board of Public Works **Date** July 15, 1981

From Philip R. Boller, Director of Water Resources

Subject Payment of Attorney Fee

COPIES TO:

Zirkle

In order for the City to receive any credit for legal services on EPA funded projects, it will be necessary for the Board of Public Works to enter into an agreement with the selected attorney for such services. Presently, the Board has not entered into such an agreement with any attorney for Sewage Works Grant No. C-180599-01 through 15. However, Richard Snouffer has been performing and billing for legal services on these projects since September of 1980.

It is my recommendation that the Board immediately enter into an agreement with Richard Snouffer for legal services on this particular EPA funded project. The agreement should state that his legal services were to commence in September, 1980.

Also, Mr. Richard Snouffer has been performing legal services in connection with the purchase of Inbalco. In order to satisfy the State Board of Accounts, I would strongly recommend that a second agreement be entered into by the Board of Public Works for legal services on this matter.

Respectfully submitted;

Philip R. Boller

Phillip R. Boller
Director of Water Resources

BOARD OF PUBLIC WORKS
RECEIVED
JUL 16 1981

WR-7/27

71-30-21 H.T. 8/12/81

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Memorandum

To Board of Public Works
Date July 15, 1981

From Philip R. Boller, Director of Water Resources

Subject Payment of Attorney Fee

COPIES TO:

Zirkle

In order for the City to receive any credit for legal services on EPA funded projects, it will be necessary for the Board of Public Works to enter into an agreement with the selected attorney for such services. Presently, the Board has not entered into such an agreement with any attorney for Sewage Works Grant No. C-180599-01 through 15. However, Richard Snouffer has been performing and billing for legal services on these projects since September of 1980.

It is my recommendation that the Board immediately enter into an agreement with Richard Snouffer for legal services on this particular EPA funded project. The agreement should state that his legal services were to commence in September, 1980.

Also, Mr. Richard Snouffer has been performing legal services in connection with the purchase of Inbalco. In order to satisfy the State Board of Accounts, I would strongly recommend that a second agreement be entered into by the Board of Public Works for legal services on this matter.

Respectfully submitted;
Philip R. Boller
Phillip R. Boller
Director of Water Resources

BOARD OF PUBLIC WORKS
RECEIVED
JUL 16 1981

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71-29-10 8/12/81

RELEASE OF EASEMENT

81-016638

WHEREAS, a sanitary sewer is to be installed by Sewer Resolution Number 351-80, and,

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, obtained a Temporary Sewer Easement by Sewer Easement Resolution 209-80 from W.A. and M.A. LAWRENCE, as recorded in Instrument No. 81-016622. ✓

WHEREAS, said Temporary Sewer Easement shall not be used for construction of the sanitary sewer in Sewer Resolution 351-80.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, now releases to the owners W.A. and M.A. LAWRENCE, the following described Temporary Easement located within the Southeast Quarter of Section 8, Township 30 North, Range 12 East, more particularly described as follows:

> The following described temporary easement is located within space now or formerly owned by W.A. and M.A. LAWRENCE as recorded in Deed Book 733, page 47.
>
> TEMPORARY EASEMENT
> Beginning at a point, said point being 49.5 feet north of the Southwest corner of the Southeast Quarter of Section 8, Township 30 North, Range 12 East; thence North, 330 feet; thence, East, 40 feet; thence, South 330 feet; thence, West 40 feet to the Point of Beginning, of which the West 25-feet is right-of-way for Randall Road.

1981 AUG 13 PM 2:28
ALLEN COUNTY RECORDER
Virginia R. Young

ADOPTED this 12 day of August, 1981.

BOARD OF PUBLIC WORKS

Chairman Mark L. Akers

Roberta Anderson Staten
Member Roberta Anderson Staten

Betty R. Collins
Member Betty R. Collins

ATTEST:
Sandra E. Kennedy

Approved as to form and legality:
Richard
Associate City Attorney

DUTY ENTERED FOR TAXATION
AUG 13 1981
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

This instrument prepared by:

C. Duane Embury, P.E., Chief
Water Pollution Control Engineer

Recording - 1001

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C
Bg

8/25/81

81-020384

71-23-26 H.T.
9/5/81

5-210-81
9-8-81

AGREEMENT FOR PAYMENT OF
WATER MAIN INSTALLATION

THIS AGREEMENT, made this 5th day of August, 1981, by and between JULIA M. SECULOFF, hereinafter referred to as "Landowner" and the Water Works Department of the City of Fort Wayne, by and through the Mayor and the BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, hereinafter referred to as "Utility"

WITNESSETH:

WHEREAS, Landowner is the owner of approximately 8.83 acres of real estate located on the West side of Olladale Drive, Fort Wayne, Indiana, said real estate having 1153 feet of frontage on Olladale Drive, which is adjacent to a water main constructed under Water Improvement Resolution No. 1020-80 and which property is further described as the property located on the west side of and adjacent to Olladale Drive, fron a point 195 feet north of the centerline of Spring Street northward a distance of 1153 feet, and located in the southwest one-quarter (¼) of Section 33, Township 31 North, Range 12 East (Washington Township), Allen County, Indiana, and

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana did pass Water Improvement Resolution No. 1020-80 for the construction of a water main on Olladale Drive, from Betty Avenue southward to Spring Street; and,

WHEREAS, the cost to the Utility for the share of the installation that would benefit Landowner, has been assessed at $20,799.23 and,

WHEREAS, Landowner is desirous of providing a method of payment other than through Barrett Law Assessments.

1981 OCT -8 AM 11 24
ALLEN COUNTY RECORDER

NOW, THEREFORE, it is agreed by the Utility and Landowner that the installation fee of $20,779.23 shall be initially financed by the Utility and the Utility will be reimbursed in the following manner:

1. The sum of $18.02 per front foot plus interest at the rate of 9% per year compounded from the date of execution of this agreement to the date of sale of any part of said real estate, will be paid to the Utility at the time of the sale of said part of said real estate by Landowner.
2. Payment in full plus 9% interest compounded annually from the date of execution of this agreement shall be made on or before ten years from date, excluding any payments made persuant to Item #1, above.
3. The terms and provisions of this agreement shall be binding upon the Land-

Call:
7168
Betty

55.00

owner, its successors, nominees and assigns and shall run with the real estate and any subsequent sale or transfer of the real estate shall be subject thereto.

The above and foregoing Agreement and the terms thereof are accepted by both the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and the owner of the real estate.

In WITNESS WHEREOF, the parties and each of them have affirmed their signatures and seals hereto.

CITY OF FORT WAYNE, INDIANA
Moses Jr.
Win C. Moses, Jr., Mayor
BOARD OF PUBLIC WORKS
BY________________________
Mark L. Akers - Chairman
BY: Roberta Anderson Staten
Roberta A. Staten - Member
BY: Betty R Collins
Betty R. Collins - Member
Julia M. Seculoff August 4, 1981
Julia M. Seculoff - Landowner

ATTEST: Sandra E Kennedy
Sandra E. Kennedy, Clerk

Approved as to form and legality
____
Associate City Attorney

STATE OF INDINA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public, in and for said County and State personally appeared Win C. Moses, Jr., Mayor, and ~~Mark L. Akers~~, Roberta A. Staten and Betty R. Collins, Chairman and Members respectively of the Board of Public Works of the City of Fort Wayne, Indiana, and Sandra E. Kennedy, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for water main installation fee payments, as and for their voluntary act and deed for the uses and purposes therein contained.

Witness my hand and notarial seal this 19th day of May, 1981.

My Commission Expires:
3-6-84

Anne J. Fox
Notary Public ANNE J. FOX
Residing in Allen County

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public, in and for said County and State personally appeared Julia M. Seculoff, who acknowledged the execution of the foregoing Agreement for Water Main installation fee payments as and for her voluntary act and deed for the uses and purposes therein contained.

Witness my hand and notarial seal this 4th day of August, 1981.

My Commission Expires:
APRIL 13.1982

Barbara L. Tatman
Notary Public BARBARA L. TATMAN
Residing in ALLEN County

This instrument prepared by:
Thomas J. Dixon, Esq.
Revised by:
D. L. Foland, P.E.

115

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Form 1929

71-22-15 H.I
8/5/81

Improvement Resolution

CURBFACE WALK
FOR ~~CURB AND SIDEWALK~~

No. 5920 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbface walks and driveway approaches on both sides of Creighton Avenue from the east curb line of Gay Street to the west curb line of Bowser Avenue; also known as CREIGHTON AVENUE CAPITAL IMPROVEMENT, PHASE B.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

Adopted, this 5th *day of* August, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:
Robert Anderson
Betty R. Collins

ity Paid

71-22-14 S.I.
8/5/81

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5918 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

(1) THIEME DRIVE - From the south curb line of Main Street to the north property line of Berry Street.

(2) BERRY STREET - From the east curb line of Rockhill to the east curb line of Thieme Drive.

(3) BERRY STREET - From the west curb line of Broadway to the west property line of VanBuren Street.

(4) BROADWAY - From the south curb line of Main Street to the north property line of Berry Street.

(5) MAIN STREET - From the west property line of VanBuren Street to the east property line of Broadway.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 5th day of August, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Thomas W. Latchem, Chairman

Roberta Anderson-Staten
Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST: Sandra E Kennedy
Secretary & Clerk

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n 1929

71-21-10 H.I.

8/5/81

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5916 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curb and sidewalk where needed on WARSAW ST., both sides, from Taber to Pontiac; and on CAROLINE, both sides, from Suttenfield to Pontiac (wide curbface walk);

Also known as LaRez Neighborhood, Phase IV-B.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid Community Development & Planning.

Adopted, this 5th day of August, 1981

ATTEST: Sandra E Kennedy
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Robert Anderson State

Betty R. Collins

CALHOUN PRESS

118

71-20-5 H.I.
8/5/81

IMPROVEMENT RESOLUTION

FOR

CURB, SIDEWALK, STREET, TRAFFIC SIGNALS & LANDSCAPING

NO. 5922 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve Broadway from 300 feet south of Lavina, north 1400 feet to Washington Blvd., consisting of:

Division I - Street and sidewalk improvements consisting of the construction of approximately 2,750 lineal feet of concrete combination curb and gutter, 2,247 square yards of concrete sidewalk, 9,215 square feet of paving stones, 400 tons of asphalt resurfacing and miscellaneous storm sewer inlets and catch basins. This division also includes the construction of a 34-space parking lot at the southeast corner of Wilt & VanBuren Streets consisting of approximately 320 tons of asphalt, 400 tons of stone base, and 1,200 square feet of sidewalk and curbwalk.

Division II - Landscaping and plantings consisting of the installation, guying and staking of approximately 79 street trees; the installation of 10 shrubs, and the seeding or sodding of disturbed grass areas along the project.

Division III - Traffic signal base and conduit installation at Broadway and Washington; and Broadway and Jefferson Streets. Necessary lighting for the parking lot is also included in this division.

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning Department.

ADOPTED, this 5th day of August, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Thomas W. Latchem, Chairman

Roberta Anderson-Staten
Roberta Anderson-Staten, Member

Betty R. Collins
Betty R. Collins, Member

ATTEST: Sandra E. Kennedy
Secretary & Clerk

119

9

Form 1929

71-1 -26 H-I

Improvement Resolution

FOR CURB AND SIDEWALK

7/22/81

No. 5917- 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing new curbs and sidewalks/also drive approaches where needed as follows:

Thieme Drive: Main to Washington, east side only

Nelson St. : Berry to Washington

College St. : Berry to Washington

Rockhill St.: Main to Washington

Union St. : Main to Washington

Jackson St. : Main to Washington

VanBuren St.: Main to Washington

Berry St. : VanBuren to Thieme

Wayne St. : VanBuren to Thieme

also known as West Central Neighborhood, Phase VII .

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 22nd *day of* July, 1981

ATTEST: Sandra E Kennedy
Secretary &.Clerk

BOARD OF PUBLIC WORKS:
Robert Anderson Oates
Betty L Collins

CALHOUN PRESS

FRONT

FRONT

Wednesday, July 15, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

   Approved and permits issued.

   2228 Eastbrook Dr. ----------Ned Keener
   800 W. Rudisill -------------Ed Reynolds
   4403 Warsaw -----------------Ned Keener
   2217 Brown ------------------Travis Cloyd
   5525 Inland Trail------------Don E. Fisher
   412 E. Washington -----------Deer-Mer Const.

4. Received driveway applications:

   Approved and permits issued.

   465 Englewood Ct. -------- Ned Keener Const.
   1121 Huffman ------------- Robt. Houser
   5525 Inland Trail -------- Fisher Bldr. & Supply
   2705 Nordholme ----------- Ned Keener

5. Received street cut applications:

   Approved and permits issued.

   2807 Abbott (alley) --- Langston Const.
   2807 Abbott --- C.U.
   3712 S. Anthony --- "
   4501 Arlington --- "
   815 Aurora Knolls --- NIPSCO
   2011 Beacon --- Porter Const.
   2028 Brookside --- C.U.
   1314 Delta (alley) --- G. Hartman
   N. Calhoun & Clair --- C.U.
   Dewald & Fairfield --- "
   1815 Dubois (alley) --- NIPSCO
   1032 Farwood --- "
   2008 S. Hanna (alley) --- "
   2803 S. Hanna (alley) --- "
   3517 Holton (alley) --- Langston Const.
   1507 Hurd --- NIPSCO
   319 W. Jefferson --- C.U.
   5212 Kyle --- "
   Kitch /3212 Maumee --- NIPSCO
   3715 S. Lafayette --- C.U.
   217 E. Leith (alley) --- NIPSCO
   3005 Lilly --- Summit City Wrecking
   1314 Lumbard (3) --- C.U.
   870' - Martin Luther Dr. --- NIPSCO
   401 E. Masterson --- NIPSCO
   Start at Wells going West -- NIPSCO
   1714 Olladale --- "
   2725 Oxford --- "
   2311 Pittsburg (2) --- "
   2517 Pittsburg (2) --- "

2604 Poinsette Dr. --- C.U.
2819 Poinsette --- NIPSCO
2324 E. Pontiac (alley) --- "
709 Portola --- "
1006 Runnion --- "
3615 Rogers --- Langston Const.
3411 Sherman --- NIPSCO
1405 Sinclair --- Langston Const.
1405 Sinclair --- C.U.
2437 Smith --- NIPSCO
2409 Smith --- "
Along S. Wayne / Cottage --- "
1105 Stophlet --- C.U.
705 W. Superior --- "
2205 Taylor --- "
1123 Wabash --- "
220 E. Wallace --- NIPSCO
500 blk. Wallywood --- C.U.
5210 S. Webster --- C.U.
225 W. Fairfax --- NIPSCO
3814 Wells --- C.U.
1229 Wells --- "
214 E. Wildwood --- NIPSCO
316 E. Williams --- "
1135 Wilt --- C.U.
2528 Winch --- "
5221 Winter --- NIPSCO
231 Woodland (alley) --- "
2304 S. Calhoun --- "
Corline & L. Huntington --- "
123 Dewald --- "
200 blk. W. Jefferson --- "
915 Lillian --- "
236 E. Main --- "
2016 Nelson --- "
605 Taylor --- "
2127 Weisser Park --- "
1319 Westover --- "
815 Aurora Knolls Land --- "

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curb, Sidewalk, etc. Improvement Resolution No. 5907-81 - HARRISON HILL ADDITION.

Awarded to T & F Construction Corp., Inc. at and for their bid in the amount of $418,817.90 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

7. RECEIVE BIDS:

Resurfacing Resolution No. 5912-81 for resurfacing and restoring pavement as designated on the following streets: OAK, HUGH, GAY, ELIZA AND HARMAR STREETS.

DAILEY ASPHALT, INC. --- $76,285.70

HIPSKIND ASPHALT CORP. --- 71,963.15

MOELLERING CONST. CO. --- 86,786.65

RIETH RILEY CONST. CO. --- 77,475.75

WAYNE ASPHALT CO. --- 80,621.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 22, 1981 at 9 a.m.

8. RECEIVE BIDS:

Resurfacing Resolution No. 5913-81 for resurfacing and restoring pavement as designated on the following streets: CREIGHTON AVE., DEWALD, BOLTZ, COLERICK, WILDWOOD AND WARSAW STREET.

DAILEY ASPHALT, INC.	---	$72,937.25
HIPSKIND ASPHALT CORP.	---	73,828.75
MOELLERING CONST. CO.	---	85,455.00
RIETH-RIELY CONST. CO.	---	77,065.50
WAYNE ASPHALT CO.	---	78,155.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 22, 1981 at 9 a.m.

9. RECEIVE BIDS:

Resurfacing Resolution No. 5914-81 for resurfacing and restoring pavement as designated on the following streets: OLIVER, ST. MARTINS, SMITH AND OLIVER STREETS.

DAILEY ASPHALT, INC.	---	$78,471.10
HIPSKIND ASPHALT CORP.	---	82,790.45
MOELLERING CONST. CO.	---	91,906.85
RIETH RILEY CONST. CO.	---	83,306.50
WAYNE ASPHALT CO.	---	83,655.80

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, July 22, 1981 at 9 a.m.

10. RECEIVE BIDS:

Resurfacing Resolution No. 5915-81 for resurfacing and restoring pavement as designated on the following streets: THIEME DRIVE, THIRD STREET AND BURGESS STREET.

DAILEY ASPHALT, INC.	---	$ 50,838.00
HIPSKIND ASPHALT CORP.	---	41,875.75
MOELLERING CONST. CO.	---	61,726.60
RIETH RILEY CONST. CO.	---	50,569.50
WAYNE ASPHALT CO.	---	57,688.00

Referred to the Street Engineering Departmetn for tabulation and report.

Award contract on Wednesday, July 22, 1981 at 9 a.m.

11. Received petition for the installation of sanitary sewer at 1905 McKinnie Avenue.

Approved.

Ordered the Water Pollution Control Engineering Department to investigate and report. Ordered WPC Maintenance to perform work.
Board Order No. 61-81

12. Received petition for the removal and replacement of curb face walk fronting property at 320 W. Concord Lane.

Aprpoved.

Ordered the Street Engineering Department to investigate and report.

Board Order No. 62-81.

13.	Received petition for better drainage on Grayston, Brentwood and Eastway Drive.	Approved. Ordered Street Engineering Department to investigate and report. Board Order 63-81 issued.
14.	Received plat for PINE VALLEY, BLOCK "B" and legal description and dedication with protective restrictions, covenants, limitations and easements. Plat submitted and approved by the City Plan Commission.	Approved.
15.	Received Contract, Guaranty and Liability Bonds of T & F Construction Corp. of Indiana, in the amount of $40,173.75 prepared by the Street Lighting Engineering Department signed by Fidelity & Deposit Company of Maryland for Street Lighting Resolution Resolution No. 155-81 - WEST CENTRAL AREA with an underground lighting system.	Approved. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8 p.m.
16.	Received Change Order #28 of Hagerman-Shambaugh, joint bidders, approved by HNT & B, (Steeg), Consulting Engineers, in the amount of $820,855.00 for Water Pollution Control Plant Expansion Project - DIVISION I. Change Order approved by Director of Water Resources.	Approved. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
17.	Received quotations from the Purchasing Agent for the purchase of one A.A. SPECTROPHOTOMETER and APPURTENANCES for the Filtration Plant: PERKIN-ELMER CORP. --- $ 28,326.00 I-L INSTRUMENTATION LABS. --- 27,981.50 VARIAN ASSOC., INC --- 29,167.00	The bid of Perkin Elmer Corp. in the amount of $28,326.00 was accepted under Purchase Order A-008878. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
18.	Received quotations from the Purchasing Agent for the purchase of materials for the Street Lighting Department: REYNOLDS METAL --- $20,400.00 WESTINGHOUSE ELEC. SUPPLY --- 21,263.00 GRAYBAR ELECTRIC CO. --- 21,900.00	The bid of Reynolds Metals Company was accepted under Purchase Order No. A-008919 in the amount of $20,400.00. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
19.	Received quotations from the Purchasing Agent for the proposed purchase of items (1981 dump truck, cab & chassis, including dump bed and all accessories connected to dump bed) for the Traffic Engineering Department: ALLEN COUNTY MOTORS --- $12,354.58 HEFNER CHEVROLET --- 7,320.00	The bid of Hefner Chevrolet, Inc in the amount of $7,320.00 was accepted under Purchase Order No. A-005096. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.

20.	Recommendation was received from the Purchasing Agent for the proposed leasing of one 1981 four door auto for the Traffic Engineering Department: INDIANA AUTO AUCTION ---$266.57/mo. for two years per specs.	Lease of Indiana Auto Auction was accepted under Purchase Order No. A-005109. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
21.	Received Contract, Guaranty and Liability Bonds of Gateway Construction Company in the amount of $76,833.55 prepared by the Street Engineering Department signed by State Auto Mutual Insurance Company for Improvement Resolution No. 5906-81 for curbs and sidewalks where necessary in area knwon as La-Rez Neighborhood, Phase IV.	Approved. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
22.	Received Contract, Guaranty and Liability Bonds of T & F Construction Corporation in the amount of $15,692.50 prepared by the Street Engineering Department signed by Fidelity & Deposit Company of Maryland for Street Improvement Resolution No. 5908-81 for reconstruction of East Paulding Road between Arlene Drive on the west and east to the end of concrete pavement.	Approved. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
23.	Received Contract, Guaranty and Liability Bonds of Gateway Construction Company in the amount of $84,948.05 prepared by the Street Engineering Department signed by State Auto Mutual Insurance Company for Improvement Resolution No. 5909-81 for curbwalk adn sidewalk in area known as OXFORD PHASE VI-A.	Approved. Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
24.	Received invoice #1 of L. W. Dailey, Inc. in the amount of $18,262.40 approved by the Street Engineering Department for Resolution No. 5900-81 HANNA-CREIGHTON, Phase V.	Approved and ordered paid by Community Development and Planning.
25.	Received invoice #2 of Hipskind Concrete Corporation in the amount of $27,483.22 approved by the Street Engineering Department for Resolution No. 5894-81 - NORTHWEST CENTRAL Phase IV-B.	Approved and ordered paid by Community Development and Planning.
26.	Received invoice of Weikel Line Co., Inc. in the amount of $1,839.15 approved by the Street Lighting Engineering Department covering work on Street Lighting Resolution No. 147-80-001 - CRESTWOOD COLONY ADDITON, PHASE I.	Approved and ordered paid from Barrett Law Revolving Fund.
27.	Received invoice of Moellering Construction Co., Inc. in the amount of $875.00 prepared by the Street Engineering Department for Railroad concrete header barrier restoration.	Approved and ordered paid from Account 402-128-129-01-4265.

28.	Received Water Contract #8101, prepared and approved by the Water Engineering Department between the Fort Wayne Utility and Landmark Homes, Inc. for the construction of water main system on Bosuns Drive, Hemphill Drive and Lighthouse Court. Said water main system includes 1050 ± L.F. of 8" water main and 205 ± L.F. of 4" water main.	Approved. Ordered sent to the Water Engineering Department for handling.
29.	Received invoice 78-08--310-01-034 of HNTB (Steeg) in the amount of $10,359.80 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for engineering services for Additions and improvements to the Wastewater Facilities dated November 5, 1980; Article 1A - Construction Engineering. Billing in accordance with Article 3.	Approved and ordered City Utilities to pay amount of $10,359.80. Payment is to be made from the Water Pollution Control Utility Fund.
30.	Re: WATER QUALITY CONTROL PROJECT, PHASES A, B AND C - Advanced Wastewater Treatment (EPA Project No. C-180774-03) on which bids were received on April 21, 1981, Board now awards contract.	Contract awarded to Hagerman-Shambaugh, Joint Bidders, in the amount of $12,938,000.00 contingent upon approval of the contract by the U.S. EPA. Consulting Engineers, HNT & B are to prepare contract.
31.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of R.W. Kain, Inc. with Guaranty Bond in the amount of $1,250.00 signed by The American Insurance Company for COLD WATER PARTY CENTER PROJECT - Storm and Sanitary Sewers.	Approved. Ordered acceptance letter written.
32.	Received invoice of M & G Properties in the amount of $10,914.84 approved by the Water Pollution Control Engineering Department covering Baer Field West Sanitary Sewer.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
33.	Received partial payment #29 of Hagerman/Shambaugh, joint bidders, in the amount of $129,899.20 approved by McNamee, Porter and Seeley and Director of Water Resources covering Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved and ordered City Utilities to pay the amount of $129,899.20 to Hagerman-Shambaugh. Also ordered the amount of $6,836.80 to Hagerman/Shambaugh Escrow Account at Fort Wayne National Bank.
34.	Received invoice #9 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $46,500.20 approved by the Water Pollution Control Engineering Department for engineering services for COMBINED SEWER OVERFLOW STUDY. (C-180775).	Approved. Ordered City Utilities to pay invoice in the amount of $46,500.20. Also ordered Escrow paid to account at Lincoln National Bank in the amount of $8,207.68. Payments are to be made from the Water Pollution Control Utility Fund.

35. Received inspection report and Primary Assessment Roll prepared by the Water Engineering Department for Water Contract 1021 for the construction of water main in and along the south side of Kelmar Drive from an existing six" water main on Mason Drive eastward a distance of 664 ± L.F..

Approved and completion affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment July 24 and July 31, 1981.

Hearing on Confirmation of Assessment Roll Thursday, August 13, 1981 at 3:30 p.m.

Notices to be mailed on July 31, 1981.

36. Board instructed Street Lighting Engineering Department to proceed with Street Light Resolution No. 152-81 - Pemberton Drive from Niagara Drive to Lake Avenue - with T & F Construction, Inc. under Maintenance Contract Agreement.

Approved.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra Kennedy
Clerk

Robert Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, July 16, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	R.A. Staten, B.R. Collins Sandra Kennedy
1. HEARING ON CONFIRMATION: Curb and Lighting Resolution No. 5911-81 for inproving by constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries.	Continued to Thursday, July 30, 1981 at 3:30 p.m. Time up to receive remonstrance Monday, July 27, 1981 at 5:00 p.m.

Meeting adjourned at 4:00 p.m.

Robert Anderson Staten

Betty R Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, July 22, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R. A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received sidewalk applications: — Approved and permits issued.

1716 Richardson ------------- Tilbury Const.
1520, 1810 & 2131 Kensington--- Rieth-Riley
5229 N. Stoney Run ------------ Phil Murach

4. Received driveway applications: — Approved and permits issued.

1252 W. Branning -------------Ned Keener Const.
4418 Dodge -------------------Kessel Const.
417 W. Pontiac ---------------T. Molargik

5. Received street cut applications: — Approved and permits issued.

2605 Alma --- NIPSCO
5315 Ardmore --- "
2520 Bosworth --- "
4851 S. Calhoun --- C.U.
2304 S. Calhoun --- NIPSCO
Catalpa at alley north of Beadell --- "
E. side of Central & Plaza --- "
Cumberland 793' east of Northrop --- Ind. & Mich.
901 Edgewater --- C.U.
3623 Elmhurst --- NIPSCO
S. side of Fox Point Trail --- "
S. Harrison from W. Leith to W. Suttenfield --- "
670 Huffman --- C.U.
5612 Inland Trail --- NIPSCO
S/o St. Joe Ctr. Rd. and E. of N. Clinton --- Ind. & Mich.
1602 Lake --- C.U.
3737 Lake Ave. w/o Annette --- NIPSCO
1522 W. Main --- C.U.
Manford /2932 Radcliffe --- NIPSCO
353 Melita --- "
200' N. of Ridgewood on Parnell --- Gen. Tele.
Poplar & Fairfield --- C.U.
556 E. Rudisill --- "
scl of Rutgers --- NIPSCO
4934 Southfield --- "
E. Suttenfield bet. Creighton to Leith and Calhoun to Lafayette --- "
1321 E. Wallace --- MEP Corp.
2127 Weisser Park --- NIPSCO

White Oak & Dodge --- C.U.
Wildwood area --- NIPSCO
2702 Gay --- "
2930 Alexander --- "
424 E. Madison --- "
2320 N. Clinton --- "
3202 Brooklyn --- "
1410 N. Washington --- "
229 W. Cumberland --- Langston Const.
800 Ewing --- J. Dehner

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5912-81 for resurfacing and restoring pavement as designated in Group #1 including OAK, HUGH, GAY, ELIZA AND HARMAR STREETS.

AWARD contract to Hipskind Asphalt Corp. at and for their bid in the amount of $71,963.15 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5913-81 for resurfacing and restoring pavement as designated on the following streets, Group #2, CREIGHTON AVE., DEWALD ST., BOLTZ ST., COLERICK ST., WILDWOOD AVE. AND WARSAW STREET.

AWARD CONTRACT TO Dailey Asphalt, Inc. at and for their bid in the amount of $72,937.25 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5914-81 for resurfacing and restoring pavement as designated on the following streets, Group #3, OLIVER, ST. MARTINS, SMITH AND OLIVER STREETS.

AWARD CONTRACT to Dailey Asphalt, Inc. at and for their bid in the amount of $78,471.10 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

9. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5915-81 for resurfacing and restoring pavement as designated on the following streets, Group #4, THIEME DRIVE, THIRD STREET AND BURGESS STREET.

AWARD CONTRACT to Hipskind Asphalt Corp. at and for their bid in the amount of $41,875.75 subject to councilmanic approval.

Ordered the Street Engineering Department to prepare contract.

10. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599-06.

	INVOICE:	ESCROW:	Bank (ESCROW)
a. ROCCO FERRERA & CO., INC. Estimate #1 - RESOLUTION NO. 310-80, Phase I -	$286,211.68	$31,801.30	Lincoln N. Bank
b. BUSCH, INC. Estimate #3 - Res. No. 310-80, Phase II	189,349.97	21,038.88	Lincoln N. Bank
c. JOE R. NORMAN CONTRACTOR Estimate #6 - Res. No. 310-80, Phase III -	272,713.35	000	
d. ROCCO FERRERA & CO., INC. Estimate #6 - Res. 310-80, Phase IV -	370,175.63	000	
e. L. W. DAILEY, INC. - Estimate #3 Res. No. 311-80	41,597.90	4,623.10	Indiana Bank
f. WEITZEL CONST. CO., INC. - Estimate #6 Res. No. 312-80 -	77,639.22	8,626.58	Lincoln N. Bank
g. EARTH CONST. & ENGR., INC. - Estimate #6 Res. No. 313-80 -	28,614.60	000	
h. EARTH CONST. & ENGR., INC. - Estimate #5 Res. No. 314-80, Phase I -	119,777.99	13,308.66	Lincoln N. Bank
i. BERCOT, INC. - Estiamte #6 Res. No. 314-80, Phase II -	38,478.13	000	
j. EARTH CONST. & ENGR. INC. Estimate #5 Res. No. 315-80	12,474.10	000	
k. EARTH CONST. & ENGR. INC. Estimate #2 Res. No. 316-80	91,839.37	10,204.38	Lincoln N. Bank.
l. JOHN HARTMAN CONSTRUCTION - Estimate #2 Res. No. 317-80 -	23,678.51	2,630.95	Allen County Bank
m. EARTH CONST. & ENGR., INC. - Estimate #2 Res. No. 318-80	61,724.60	5,189.80	Lincoln N. Bank

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA C-180599-07

	INVOICE:	ESCROW:	Bank (ESCROW)
a. WAYNESFIELD CONSTRUCTION - Estimate #6 Sewer Res. No. 323-80	32,774.18	000	
b. BERCOT, INC. - Estimate #2 Sewer Res. No. 324-80	75,179.65	8,353.29	Indiana Bank
c. NORTHEASTERN CONST. CO. Estimate #5 Sewer Res. No. 327-80	23,571.45	2,619.05	Three Rivers Title
d. GROUND SERVICES, INC. - Estimate #5 Sewer Res. No. 328-80	19,499.13	2,166.59	Peoples Trust Bank
e. SCHEIDLEMAN EXCAVATING, INC. Estimate #3 Sewer Res. No. 329-80	21,372.71	2,374.74	Lincoln N. Bank

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

12. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUDY AREA C-180599-08

		INVOICE	ESCROW	Bank (ESCROW)
a.	ROCCO FERRERA & COMPANY, INC. Estimate #3 Sewer Res. No. 330-80, Phase I	73,248.26	6,614.80	Lincoln N. Bank
b.	JOHN DEHNER, INC. Estimate #4 Sewer Res. No. 330-80, Phase II	46,710.14	5,190.01	Anthony Wayne
c.	BUSCH, INC. Estimate #3 Sewer Res. No. 332-80	171,604.90	000	
d.	JOHN DEHNER, INC. Estimate #4 Sewer Res. No. 336-80	32,955.05	690.21	Anthony Wayne
e.	JOHN DEHNER, INC. Estimate #3 Sewer Res. No. 337-80	37,423.35	4,158.15	Anthony Wayne
f.	JOHN HARTMAN CONST. Estimate #4 Sewer Res. No.338-80	75,707.08	1,863.53	Allen County Ba

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

13. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH STUDY AREA C-180599-09

		INVOICE	ESCROW	Bank (ESCROW)
a.	WINZELER EXCAVATING, INC. Estimate #1 Sewer Res. No. 342-80	53,197.49	5,910.83	Lincoln Nationa
b.	RICHARD NESS EXCAVATING, INC. Estimate #3 Sewer Res. No. 345-80	26,386.70	2,931.86	Lincoln Nationa
c.	WINZELER EXCAVATING CO., INC. Estimate #2 Sewer Res. No. 348-80	136,718.44	15,190.94	Lincoln National
d.	RICHARD NESS EXCAVATING, INC. Estimate #2 Sewer Res. No. 350-80	9,450.00	1,050.00	Lincoln Nationa
e.	WINZELER EXCAVATING, INC.	141,350.12	15,705.57	Lincoln Nationa

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

14. Received Change Order #1 of Biggs Electric Company in the amount of $261.96 approved by the Street Lighting Engineering Department covering Street Lighting Resolution No. 148-80 - Shawnee - Webster area.

Approved and ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00

15. Quotations were received from the Purchasing Agent for the proposed purchase of LIQUID FERROUS SULFATE for the Water Pollution Control Plant (BLANKET ORDER for 8/1/81 to 7/31/82)

K.A. STEEL CHEMICALS, INC.
BY-PRODUCTS MANAGEMENT, INC.

Lowest bid submitted by BY-PRODUCTS MANAGEMENT, INC. and recommended to supply material.

Accepted under P. O. A-008980 in the blank amount of $120,000.00.

Ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.

15.	Received Change Order No. 5 of Shambaugh & Son, Inc. in the amount of $17,200.00 approved by McNamee, Porter and Seeley, Consulting Engineers, and Director of Water Resources for Contract 77-W-3 ST. JOSEPH DAM AND PUMP STATION ADDITIONS.	Approved and ordered sent to the Common Council on Tuesday, July 28, 1981 at 8:00 p.m.
16.	Received recommendation from the Interim Chief Water Engineer that Water Contract 7824 - HESSEN CASSEL EXTENSION - B.O. 185-70 between Niemeyer Corporation and the City of Fort Wayne be accepted.	Approved. Ordered acceptance letter written.
19.	Received invoice of T - G Excavating, Inc. in the amount of $26,368.48 approved by the Water Engineering Department for Water Resolution No. 1022-81 - BUTZ Subdivision Water Main.	Approved and ordered paid from Barrett Law Revolving Fund.
20.	Received invoice #1 of Rieth-Riley Construction Co., Inc. in the amount of $17,540.50 approved by the Street Engineering Department covering Resolution No. 5897-81 - EAST CENTRAL, Phase VI.	Approved and ordered paid by Community Development and Planning.
21.	Received invoice of Hipskind Asphalt Corporation in the amount of $3,500 approved by the Street Engineering Department covering ditching at 5215 North Bend Drive - DRAINAGE.	Approved and ordered paid by 402-128-129-01-4265. (P.O. 008418).
22.	Received invoice of Three Rivers Barricade and Equipment Company in the maount of $302.52 approved by the Street Engineering Department for barricading and signing on EMERGENCY REPAIR pavement blow-up at St. Joe Center Road and Campus Court.	Approved and ordered paid from Purchase Order A-004659.
23.	Received invoice of Gateway Construction Company in the amount of $4,599.00 approved by the Street Engineering Department for Resolution No. 5905-81 - HANNA STREET RETAINING WALL.	Approved and ordered paid from MVH Funds.
24.	Received invoice of Pfeiffer Construction Company in the amount of $975.00 approved by the Street Engineering Department for wingwalk replacement on northeast and southeast corners of Jessie and Putnam.	Approved and ordered paid by P.O. 4-09014.

25. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write offs as listed: WATER - $3,784.40 and SEWER - $1,986 (total: $5,770.76).	Approved.
26. Received Curb and Sidewalk Improvement Resolution No. 5917-81, final plans, specifications and estimate prepared by the Street Engineering Department for constructing new curbs and sidewalks also drive approaches where needed as follows: THIEME DR., NELSON ST., COLLEGE ST., ROCKHILL ST., UNION ST., JACKSON ST., VANBUREN ST., BERRY ST. AND WAYNE STREET (known as West Central Neighborhood, Phase VII). (City Paid).	Approved and adopted. A true cop is incorporated herein. Advertise Notice to Contractors, July 31 and August 7, 1981. Receive bids on Wednesday, August 12, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
27. Received Special Sewer Permit for RAY LEE ANDERSON prepared by the Water Pollution Control Engineering Department to construct sanitary sewer known as Reckeweg Road Sanitary Sewer. Reichart Builders are to perform the construction work. 25% Maintenance Bond is to be furnished at time Completion Affidavit is filed .	Approved and Special Sewer Permit issued. Board Order No. 64-81.
28. Received petition for the installation of sanitary sewers on Bass Road (3650 - 3926) and Bieneke Road (1830 - 2215).	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report.
29. Received petition for the improvement of storm drainage in the vicinity of Abbott Street between Oxford Street and Rudisill Avenue.	Approved and ordered the Water Pollution Control Engineering Department to investigate and report.

Meeting adjourned at 10:15 a.m.

Betty R Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Thursday, July 23, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B. R. Collins Sandra E. Kennedy
1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL: Received Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Res. No. 211-80 - COVINGTON ROAD - COUNTRY CLUB AREA - for the condemnation of permanent and temporary easements for the purpose to construct, operate, control and maintain a sanitary sewer line along and across a portion of the Southeast Quarter of Section 7, Township 30 North, Range le East and being more particularly described as Lots Nos. 317 and 295 of Country Club Terrace Addition, Allen County, State of Indiana. (SEWER RESOLUTION NO. 342-80).	Ordered Final Assessment Roll in accordance with the findings of the Board.

Meeting adjourned at 4:15 p.m.

ATTEST:

Sandra Kennedy
Clerk

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

Wednesday, July 29, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

	T.W. LATCHEM, R. A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. LATCHEM, R.A. STATEN, B.R.COLLINS SANDRA KENNEDY
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Received driveway applications: 3320 Addison --------- W. Lengacher Const. 7017 S. Anthony ------ Dailey Asphalt 1707 Frenchmens Crossing --- R. D. Witmer 5612 Inland Trail ---------- Continental Homes	Approved and permits issued.
4.	Received private sidewalk applications: 5612 Inland Trail ----------- Simon Liechty 26 W. Leith ----------------- E. W. Springer 915 W. Rudisill ------------- L.H Kanning	Approved and permits issued.
5.	Received invoice of Moellering Construction Company, Inc. in the amount of $3,900 approved by the Street Engineering Department for payment of blow-up in 1900 block of St. Joe Center Road (EMERGENCY).	Approved and ordered paid under purchase order A-004658.
6.	Received invoice of Gateway Construction Company in the amount of $511.00 approved by the Street Engineering Department covering retainage on Resolution No. 5905-81 - HANNA STREET RETAINING WALL.	Approved and ordered paid by MVH Funds.
7.	Received Contract, Guaranty and Liability Bonds of T & F Construction Company in the amount of $418,817.90 prepared by the Street Lighting Engineering Department signed by Fidelity & Deposit Company of Maryland for Curb, Sidewalks and drive approaches in Harrison Hill Addition Res. No. 5907-81.	Approved. Ordered snet to the Common Council on Tuesday, August 11, 1981 at 8:00 p.m.
8.	Encroachment Easement was granted by City to Chris V. & Sandra S. Litchin of 5915 Covington Road for 12± along the south side and 15' to 20' along the N.W. property line of Lots 225 to 231 inclusive of Country Club Terrace Addition to the City of Fort Wayne.	Approved. Copy on file in the Board of Public Works.

9. Received inspection report and Primary ASsessment Roll prepared by the Street Engineering Department for Curbing Resolution 5877-81 - FOREST PARK (State to Dodge).

Approved.

Primary Assessment Roll approved.

Advertise Notice of Assessment on August 7 and 14, 1981.

Hearing on Confirmation of Assessment Roll Thursday, August 20, 1981 at 3:30 p.m.

Mail notices on August 14, 198.

10. Encroachment was granted by the City to Irene Freistoffer for extending 5' over sidewalk at a height of not less than 8' an awning at 536 West Main Street - Location: West 19' 5" of Lot #6, Block 14, Ewings Addition.

Approved.

On file in the Board of Works.

11. Received Final Assessment Roll of Benefits and Damages prepared by the Water Pollution Control Engineering Department for Sewer Easement Resolution No. 211-80 for COVINGTON ROAD - COUNTRY CLUB AREA. (Sewer Res. 342-80).

CONFIRMED.

Ordered sent to the Department of Finance.

12. Received petition for resurfacing of entire Ontario Circle from 2001 Ontario Circle to 2074 Ontario Circle.

Approved.

Please investigate and report.

B.O. issued. 67-81.

13. Received invoices form Street Engineering Department for ENGINEERING SERVICES from January 5, 1981 thru June 27, 1981 on Community Development and Planning Projects as follows:

    1. Invoice #2 LaRez Neigh. Phase III - Res. No. 5880-80 and 5887-80 B.O. 157-79 ------------------------$ 57.53
    2. Invoice #1 Creighton Ave. (Hanna to Bowser Res. No. 5891-81, B.O. 107-80------- 4446.15
    3. Invoice #2 Northwest Central Neigh., Phase IV-B, Res. 5894-81, B.O. 128-80----- 2588.74
    4. Invoice #2 Northwest Central Neigh. Phase V Res. 5869-80, B.O. 132-80----------- 2,042.26
    5. Invoice #2 Nebraska Neigh., Phase VI Res. 5902-81, B.O. 135-80 --------------- 2,306.67
    6. Invoice #1 Oxford Neigh., Phase VI-A Res. 5909-81, B.O. 138-80 ---------- 3575.25
    7. Invoice #1 Hanna-Creighton Neigh., Phase V - Res. 5900-81, B.O. 134-80 -----------3459.08
    8. Invoice #2 E. Central Neigh. Phase VI Res. 5897-81, B.O. 130-80 ----------------2236.53
    9. Invoice #1 LaRez Neigh, Phase IV Res. 5906-81 B.O. 137-80 -------------------------4158.00

Approved and ordered forwarded to Community Development and Planning for payment to the City Controller.

Total payment is $24,870.21.

14.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Brooks Construction Company, Inc. with Guaranty Bond in the amount of $4,125.00 signed by American States Insurance Company for Sewer construction for LINCOLN INDUSTRIAL CENTER, Vicksburg Pike Ext.	Approved and ordered acceptance letter written.
15.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Scheidleman Excavating, Inc. with Guaranty Bond in the amount of $6,585.00 signed by The American Druggists' Insurance Company for MARINER'S RIDGE, SECTION III Lots 81 through 108.	Approved and ordered acceptance letter written.
16.	Received petition for improving sewer in area of Sprunger Avenue and Spring Street.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report. Board Order 72-81.

17. Received the following requests for permission to barricade the following: PERMITS

a. Winzeler Excavating Co., Inc. - 7-17-81 and 7-20-81 from 5 a.m. to 5 p.m. to close 1300' west of Ardmore on Covington Road. PURPOSE: Sewer Construction #342-80.
b. Ellann McConnell, 1004 Rivermet, - 7-18-81 from 6:00 p.m. to 12 midnight close alley between Lake and Rivermet. BLOCK PARTY.
c. NIPSCO, 1501 Hale - 7/20/81 thru 7/31/81 from 8:00 a.m. to 5:00 p.m. to barricade intersection of Pettit and Calumet. PURPOSE: Repairing gas leaks.
d. Debbie Martin, 551 Candlelight, - July 25, 1981 - from 6 p.m. to 12 p.m. barricade Lewis between Clinton & Calhoun. PURPOSE: Saturday on Square - Catholic Assoc. Da
e. Jack Wollman, 1232 Barthold, - October 3, 1981 - 11:00 a.m. to 2:00 a.m. to barricad alley between Clark and Barthold between High and Third Street. PURPOSE: Block par
f. Winzeler Excavating Co., Inc. - July 20, 1981 for three weeks - at all times - intersection of Taylor, Washington and Randall closed. PURPOSE: Sewer installation
g. Josh Gerow, 6606 Durango, - July 25, 1981 from 4:00 p.m. to 8:00 p.m. - barricade corner of Durango and Darien. PURPOSE: Valley Park Forest Assoc. gathering.
h. East Wayne Center, 801 E. Wayne, August 7, 14, 21 and 27, 1981 from 10:00 a.m. to 4:00 p.m. - Barricade Francis from Wayne to Berry. PURPOSE: Recreational area for children.
i. Busch, Inc. for July 24 and July 27, 1981 from 7 a.m. to 5:30 p.m. - BARRICADE: Tennessee and Griswold, Tennessee at Tecumseh and St. Joe at Elwood. PURPOSE: St. Joe Sewer project.
j. Rocco Ferrera Company, 705 E. State, July 22, 23 and 24, 1981 from around the clock barricade east-west alley between Morton and Garfield and between Tilden and Lake (north - south). PURPOSE: Sewer project.
k. John Nolan - HIPSKIND ASPHALT CORP. July 27, 28 and 29, 1981 from 7:00 a.m. to 4:00 to barricade 2223 Goshen Road for 750 ft. on south side. PURPOSE: Clean ditch.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra Kennedy
Clerk

Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, July 30, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B.R. Collins Sandra Kennedy
1. Continued from July 16, 1981 HEARING ON CONFIRMATION: Curb and Ornamental Lighting Resolution No. 5911-81 for constructing curbs on both sides of the 2500 and 2600 blocks of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries.	CONFIRMED. Advertise Notice to Contractors August 7 and 14, 1981. Receive bids on Wednesday, August 19, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.

Meeting adjourned at 3:45 p.m.

Robert Anderson Staten

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

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Wednesday, August 5, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B.R. Collins Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received driveway applications: 301 W. Cook Rd. --------Rieth-Riley 4626 Executive Blvd. ---Dailey Asphalt 716 Jackson-------------Michael K. Spillers 1438 Springbrook Rd. ---A. D. Delagrange 1511 Wabash ------------Robt. Houser 911 W. Washington Center Rd.---Lengacher Const.	Approved and permits issued.
4. Received plat of OAK GROVE, SECTION IV submitted and approved by City Plan Commission.	Approved.
5. Received Improvement Resolution No. 5922-81 for curb, sidewalk, street, traffic signals and landscaping, final plans, specifications and estimate for improving BROADWAY from 300 feet south of Lavina north 1400 feet to Washington Boulevard consisting of: Division I: Street and sidewalk improvement consisting of the construction of approximately 2,750 lineal feet of concrete combination curb and gutter, 2,247 square yards of concrete sidewalk, 9,215 square feet of paving stones, 400 tons of asphalt resurfacing and miscellaneous storm sewer inlets and catch basins. This division also includes the construction of a 34 space parking lot at the southeast corner of Wilt and Van Buren Streets consisting of approximately 320 tons of asphalt, 400 tons of stone base, and 1200 square feet of sidewalk and curbwalk. Division II: Landscaping and plantings consisting of the installation, guying and staking of approximately 79 street trees; the installation of 10 shrubs, and the seeding or sodding of disturbed grass areas along the project.	Approved and adopted. A true copy is incorporated herein. Will be advertised - Notice to Contractors on August 10 and 17, 1981. Prebid Conference will be held on August 20, 1981 at 1:00 p.m. Bids will be received on Wednesday, August 26, 1981 at 9:00 a.m. Bid documents prepared by Bonar & Associates, Inc.

Division III: Traffic signal base and conduit installation at Broadway and Washington; and Broadway and Jefferson Streets. Necessary lighting for the parking lot is also included in this division. (CityPaid).

6.	Received invoice #1 of Gateway Construction Company in the amount of $34,316.91 approved by the Street Engineering Department covering Resolution No. 5906-81 - LAREZ Impact Area - Phase IV.	Approved and ordered paid by Community Development and Planning.
7.	Received invoice of Robert L. Kelley in the amount of $865.00 for appraising, inspecting photobraphing and reporting on Abandoned Vehicles for months of May, June and July, 1981.	Approved. Ordered paid from Abandoned Vehicles Fund.
8.	Received invoice 78-08-310-01-35 of Howard Needles Tammen & Bergendoff in the amount of $4,882.53 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980: Article 1A - Construction Engineering. Billing in accordance with Article 3.	Approved and ordered paid by City Utilities. Payment is to be made from Water Pollution Control Utility Fund.
9.	Received invoice of McNamee, Porter and Seeley, Consulting Engineers in the amount of $8,372.76 approved by the Director of Water Resources for General and resident engineering for Water Works IMprovements in accordance with contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice is #70-10-210-01-35.	Approved. Ordered City Utilities to pay invoice from the Water Utility Fund.
10.	Received Curb and Sidewalk Improvement Resolution No. 5916-81, final plans, specifications and estimate prepared by the Street Engineering Department for constructing curb and sidewalk where needed on WARSAW STREET, both sides, from Taber to Pontiac; and on CAROLINE STREET, both sides, from Suttenfield to Pontiac (wide curface walk); also known as LaRez Neighborhood, Phase IV-B. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on August 7 and 14, 1981. Receive bids on Wednesday, August 19, 1981 at 9:00 a.m. Ordered the Street Engineering Department to prepare bid documents.
11.	Received invoice #2 of Rieth-Riley Construction Company, Inc. in the amount of $28,084.05 approved by the Street Engineering Department covering project Resolution No. 5897-81 - EAST CENTRAL, PHASE VI.	Approved and ordered paid by Community Development and Planning.
12.	Received invoice #14 of L. W. Dailey, Inc. in the amount of $3,024.60 approved by the Street Engineering Department for Resolution No. 5833-79 Main Street Reconstruction.	Approved and ordered Redevelopment Planning Commission. to pay invoice.
13.	Received invoice #15 (FINAL) of L. W. Dailey, Inc. in the amount of $280.00 approved by the Street Engineering Department for Resolution No. 5833-79 MAIN STREET RECONSTRUCTION.	Approved and ordered Redevelopment Planning Commission to pay invoice.

14. Received Improvement Resolution No. 5918-81, final plans, specifications and estimate for resurfacing and restoring pavement as designated on the following streets known as: THIEME DRIVE, BERRY STREET, BROADWAY, AND MAIN STREET. (City Paid).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors, August 7 and 14, 1981. Receive bids on August 19, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
15. Received Curbface Walk Resolution No. 5920-81, final plans, specifications and estimate for constructing curbface walks and driveway approaches on both sides of Creighton Avenue from the east curb line of Gay Street to the west curb line of Bowser Avenue; also known as CREIGHTON AVENUE CAPITAL IMPROVEMENT, PHASE B. (City Paid).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors, August 7 and 14, 1981. Receive bids on August 19, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents. Ordered the Street Engineering Department to prepare bid documents.
16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Scheidleman Excavating, Ind. with Guaranty Bond in the amount of $16,275.00 signed by American States Insurance Company for Woodbridge Apartments Sanitary Sewer.	Approved and ordered acceptance letter written.
17. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Geiger Excavating in the amount of $8,876.25 Guaranty Bond signed by The American Druggists' Insurance Company. for BRIDGEDALE TERRACE ADD., SECTION "D".	Approved and ordered acceptance letter written.
18. Received inspection report from the Water Engineering Department and Completion Affidavit of Scheidleman Excavating, Inc. with Guaranty Bond in the amount of $4,443.00 signed by The American Druggists' Insurance Company for Water Contract #8101 - MARINER'S RIDGE - Section III, Phase "B".	Approved and ordered acceptance letter written.
19. Received four invoices of Clyde E. Williams & Associates, Inc. in the total amount of $2,715.05 ($976.87, 998.54, 390.87 and 348.77) covering professional services from November 24, 1980 thru March 28, 1981 in connection with LAKE AVENUE EIS. Payment recommended by Street Engineering Department.	Approved and ordered paid from LRS Account #402-138-338-16-4265.
20. Received five invoices of Clyde E. Williams & Associates, Inc. in the total amount of $4,723.06 ($707.31,$1,444.13, 721.12, 619.61 and $1,230.89) covering professional services on CRESCENT AVENUE EIS. Payment recommended by Street Engineering Department.	Approved and ordered paid from LRS Account 402-138-338-06-4265.

21. Received request from Street Engineering Department to be allowed to receive invitational bids on City responsibility and property owner participation on miscellaneous projects. (memo dated July 30, 1981).	Approved.
22. Received Change Order No. 1 of T-G Excavating, Inc. in the amount of $342.71 approved by the Water Engineering Department covering Water Contract 1023-80 - ORLANDO DRIVE WATER MAIN EXTENSION.	Approved. Ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 a.m.
23. Received petition for the installation of sanitary sewer to serve Lathrop Drive.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report. Board Order #74-81 issued.
24. Received Uniform Land or Easement Acquisition Offer for property owned by Daniella E. Bercot in the amount of $3,500. City requires property to reduce a safety hazard at the corner of Wells Street and Commerce Drive. (FAIRFIELD- EWING - WELLS STREET BRIDGE AREA).	Approved.
25. Received invoice of L. W. Dailey, Inc. in the amount of $3,578.20 approved by the Street Engineering Department for project Resolution No. 5898-81 - OAKDALE DRIVE.	Approved and ordered paid from Revolving Barrett Fund (MVH #129 Capital Project).
26. Received Agreement for payment of Water Main Resolution No. 1020-80 (OLLADALE DRIVE from Betty Avenue southward to Spring Street) between JULIA M. SECULOFF, Landowner, and WATER WORKS DEPARTMENT OF THE CITY OF FORT WAYNE INDIANA, Utility. (Assessed amount is $20,799.23).	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 p.m.
27. Received Final Assessment Roll prepared by the Water Engineering Department for Water Improvement Resolution No. 1020-80 for the construction of water main on OLLADALE DRIVE from Betty Avenue southward to Spring Street).	CONFIRMED. Ordered sent to the Department of Finance.
28. Received Contract, Guaranty and Liability Bonds of Hipskind Asphalt Corporation in the amount of $71,963.15 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resurfacing and Restoring Resolution No. 5912-81 as designated on OAK, HUGH, GAY, ELIZA and HARMAR STREETS.	Approved. Ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 p.m.

29.	Received Contract, Guaranty and Liability Bonds of Dailey ASphalt Products Company in the amount of $72,937.25 prepared by the Street Engineering Department signed by St. Paul Fire and Marine Insurance Company for Resurfacing and Restoring Pavement Resolution No. 5913-81 as designated on CREIGHTON, DEWALD, COLERICK, BOLTZ, WILDWOOD AND WARSAW STREET.	Approved. Ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 p.m.
30.	Received Contract, Guaranty and Liability Bonds of Dailey Asphalt Products Company in the amount of $78,471.10 prepared by the Street Engineering Department for Resurfacing and Restoring Pavement Resolution No. 5914-81 as designated on OLIVER, ST. MARTINS, SMITH, OLIVER STREETS.	Approved. Ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 p.m.
31.	Received Contract, Guaranty and Liability Bonds of Hipskind Asphalt Corporation in the amount of $41,875.75 prepared by the Street Engineering Department for Resurfacing and Restoring Pavement as designated on THIEME DRIVE, THIRD STREET AND BURGESS STREET. Resolution No. 5915-81.	Approved. Ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 p.m.

Meeting adjourned at 10:20 a.m.

ATTEST:

Sandra Kennedy
CLERK

BOARD OF PUBLIC WORKS

Thursday, August 6, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 10:00 a.m.

T. W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. LATCHEM, R.A. STATEN
B.R. COLLINS
Sandra Kennedy

1. RECEIVE BIDS:

For the collection, removal and disposal of Solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc.:

Referred to the Garbage Contract Committee.

Award contract on Tuesday, August 18, 1981 at 2:00 p.m.

PROPOSITION NO. 1:

Cost Adj. Option	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4
INDIANA WASTE SYSTEMS, INC.				
No. 1	2,598,200	878,500	878,500	878,500
2	2,445,800	826,900	826,900	826,900
3	3,860,000	1,297,800	1,297,800	1,297,800
4	2,445,800	826,900	826,900	826,900
5	2,372,600	802,300	802,300	802,300
SCA SERVICES, INC.				
No. 1	1,923,332	655,657	607,945	668,804
2	1,905,848	649,697	602,500	662,724
3	2,284,686	778,841	720,460	794,459
4	2,395,423	816,591	754,940	832,965
5	1,888,363	643,736	597,056	656,644
NATIONAL SERV-ALL, INC.				
No. 1	2,209,975	804,766	656,240	814,269
2	2,074,830	754,268	616,013	767,206
3	---	---	---	---
4	2,093,890	763,410	622,000	770,421
5	2,022,875	735,853	600,660	746,628
THETA SYSTEMS, INC.				
No. 1	2,010,756	---	---	---
2	2,010,756	---	---	---
3	2,010,756	---	---	---
4	2,010,756	---	---	---
5	2,010,756	---	---	---

PROPOSITION NO. 2

	ZONE #1			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	3.17	3.60	3.04	3.35
2.	2.99	3.39	3.01	3.35
3.	4.71	-	3.66	3.35
4.	2.99	3.41	3.85	3.35
5.	2.90	3.30	2.98	3.35

	ZONE #2			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	3.22	3.78	3.04	-
2.	3.03	3.56	3.01	-
3.	4.76	-	3.66	-
4.	3.03	3.58	3.85	-
5.	2.94	3.47	3.47	-

	ZONE #3			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	3.22	3.42	3.09	-
2.	3.03	3.22	3.06	-
3.	4.76	-	3.71	-
4.	3.03	3.24	3.90	-
5.	2.94	3.14	3.03	-

	ZONE #4			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	3.22	3.89	3.04	-
2.	3.03	3.66	3.01	-
3.	4.76	-	3.66	-
4.	3.03	3.68	3.85	-
5.	2.94	3.56	2.98	-

PROPOSITION NO. 3

	ZONE #1			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	4.33	3.68	3.30	3.35
2.	4.08	3.46	3.27	3.35
3.	6.62	-	3.92	3.35
4.	4.08	3.49	4.11	3.35
5.	3.96	3.37	3.24	3.35

	ZONE #2			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	4.33	3.86	3.30	-
2.	4.08	3.63	3.27	-
3.	6.40	-	3.92	-
4.	4.08	3.66	4.11	-
5.	3.96	3.54	3.24	-

	ZONE #3			
	Ind. Waste	Nat. Serve.	SCA	THETA
1.	4.33	3.50	3.35	-
2.	4.08	3.29	3.32	-
3.	6.40	-	3.97	-
4.	4.08	3.32	4.16	-
5.	3.96	3.20	3.29	-

	ZONE #4			
	Ind. Waste	Nat. Serv.	SCA	Theta
1.	4.33	3.97	3.30	-
2.	4.08	3.74	3.27	-
3.	6.40	-	3.92	-
4.	4.08	3.77	4.11	-
5.	3.96	3.64	3.24	-

Meeting adjourned at 10:30 a.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, August 12, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk permit applications: — Approved and permits issued.

3102 N. Clinton --------------Ralph Dunn
6221 Highgate ----------------D.A. Kearby
800 blk. Huffman -------------A & B Const.
1130 Osage -------------------Pfeiffer Const.
926 W. Rudisill --------------L. Kanning
1616 Sherman -----------------A & B Const.
502 W. State -----------------Pfeiffer Const.
1438 Springbrook Rd. ---------A. D. Delagrange

4. Received driveway applications: — Approved and permits issued.

1425 Coliseum --------------- Silkworth Comm. Bldrs.
124 E. Foster Parkway ------- Graystone Const.
1929 Lawndale --------------- Patrick Kennedy
1405 Medical Park Dr. ------- Greenbriar Bldrs.
1130 Osage ------------------ Pfeiffer Const.
500 Blk. East Tillman Rd.---- Land Excavating
3800 N. Anthony ------------- Moellering Const.

5. Received street cut applications: — Approved and permits issued.

2930 Alexander (alley) --- NIPSCO
6814 S. Anthony --- C.U.
4807 S. Anthony --- NIPSCO
Beacon 1400' south of State --- GEN. TEL.
1820 Bluffton --- NIPSCO
1401, 1405 and 1406 Broadway --- C.U.
Busche Drive --- FT. WAYNE CABLEVISON
318 E. Butler --- C.U.
N. Calhoun 365' north of Fourth St. --- NIPSCO
3710 N. Clinton --- C.U.
1222 N. Coliseum --- C.U.
1051 Curdes --- NIPSCO
7001 Elzey --- C.U.
1810 Coliseum --- NIPSCO
2713 Fairfield --- C.U.
541 W. Fourth (alley) --- G & L EXCAV.
1505 Franklin (alley) --- Golden Rule
1502 Gardendale (2) --- C.U.
1607 Gardendale --- "
4622 Gaywood --- "
2100 Goshen / Harris Rd. --- T & G Excav.
1902 Howell (alley) --- Bakers Trench.
1000 blk. W. Jefferson --- NIPSCO

2717 John --- NIPSCO
Lake, W. at Morton --- C.U.
1135 Lake --- "
5715 Larchwood Run --- NIPSCO
2434 Lillie --- C.U.
Lillian Ave, --- NIPSCO
228 E. Main (alley) --- "
Morton at Lake --- C.U.
1416 Normandale Dr. --- "
1145 Nuttman --- NIPSCO
2816 Pinewood --- c.u.
615 Poplar --- "
Reed Rd. (3 locations)--- NIPSCO
3834 & 3854 Reed Rd. --- "
1809 St. Marys --- "
4935 Southwood --- C.U.
1438 Springbrook --- NIPSCO
1321 Sunset --- C.U.
417 E. Suttenfield --- "
Taylor St. & N. Washington Rd. --- "
1902 Howell --- NIPSCO
1841 Ida --- "
1505 Ventura Lane --- C.U.
4119 Webster --- "
2127 Wells --- "
5125 Werling --- NIPSCO
3925 Winter --- C.U.

6. RECEIVE BIDS:

Curb and Sidwalk Resolution No. 5917-81 for constructing new curbs and sidewalks also drive approaches where needed as follows:

THIEME DRIVE - Main to Washington - east side only.
NELSON ST. - Berry to Washington
COLLEGE - Berry to Washington
ROCKHILL - Main to Washington
UNION - Main to Washington
JACKSON - Main to Washington
VANBUREN - Main to Washington
BERRY - VanBuren to Thieme
WAYNE - VanBuren to Thieme

Known as WEST CENTRAL NEIGHBORHOOD, PHASE VII . (City Paid).

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 19, 1981 at 9 a.m.

BIDS:

L. W. DAILEY, INC. ---------- $37,186.25
GATEWAY CONST. CO. ---------- 35,142.50
HIPSKIND CONCRETE CO. ------- 46,035.50
RIETH-RILEY CONST. CO. ------ 40,902.50
T & F CONST. CORP. ---------- 47,163.75

7. Received indenture whereby LEON PROPERTIES grants and conveys to the City of Fort Wayne a right-of-way and easement to construct, maintain and operate a line of pipe 16" in diameter with all necessary appurtenances for the transporting and carrying water, under, in and along said easement described as follows: WATER MAIN.

The west 35 feet of the east 60 feet of the southeast one-quarter of Section 17, located south of the Moeller Road and north of the Hoevel Road both as presently platted in Township 30 North, Range 13 East (Adams Township, Allen County).

Approved.

Copy on file in the Board of Public Works.

8.	Received Indenture whereby The Board of Aviation Commissioners of Allen County Commissioners of Allen County grants and conveys to the CITY OF FORT WAYNE the following easement (permanent) 14 feet in uniform width lying immediately west of and adjacent BAER FIELD - B.O. 61-80.	Approved. A copy is on file in the Board of Public Works.
9.	Received indenture whereby the CITY OF FORT WAYNE IS HEREBY branted by SPEARS-DEHNER, INC. a right-of-way and easement for transportation and carrying of water under, in and along said easement as follows: The west 35 feet of the east 60 feet of the southeast one quarter of section 20, located north of Albertha Drive, as presently platted in Township 30 North, Range 13 East (Adams Township), Allen County, Indiana.	Approved. A copy is on file in the Board of Public Works.
10.	CITY OF FORT WAYNE hereby RELEASES EASEMENT (Temporary Sewer Easement) to W.A. and M.A. Lawrence the easement located within the Southeast Quarter of Section 8, Township 30 North, Range 12 East. (SEWER RES. 351-80 - Sewer Easement Res. 209-80).	Approved. A copy is on file in the Board of Public Works.
11.	Received invoice #2 of L. W. Dailey, Inc. in the amount of $27,118.76 approved by Street Engineering Department for Resolution No. 5900-81 - HANNA - CREIGHTON, Phase V.	Approved and ordered paid by Community Development & Planning.
12.	Received invoice of Clyde E. Williams & ASsociates, Inc. in the amount of $600.74 approved by the Street Engineering Department for professional services from May 25 to July 4, 1981 pertaining to CRESCENT AVENUE EIS.	Approved and ordered paid by LRS Account 402-138-338-06-4265.
13.	Received Change Order #1 of Hipskind Concrete Corp. in the amount of $12,214.10 approved by the Street Engineering Department for Resolution No. 5894-81 - NORTHWEST CENTRAL, PHASE IV-B. (City Paid).	Approved and ordered sent to the Common Council on Tuesday, August 25, 1981 at 8:00 p.m.
14.	Received Special Sewer Permit for Baer Field Building Corp. prepared and approved by the Water Pollution Control Engineer for construction of a sanitary sewer known as AIR WISCONSIN SEWER EXTENSION. Land Excavating, Inc. is to perform the work. 25% Maintenance Bond shall be furnished at the time contractor files his Completion Affidavit.	Approved. Permit issued. Board Order 79-81 issued.
15.	Received Special Sewer Permit for Karl Henry prepared and approved by the Water Pollution Control Engineer for construction of sanitary sewer known as ARDMORE AVENUE - Knoll Road Sanitary Sewer. D & M Mechanical is to perform the construction work. 25% Maintenance Bond shall be furnished at the time contractor files his Completion Affidavit.	Approved and permit issued. Board Order No. 78-81.

16.	Received petition for the construction of new north-south alley running between Abbott and Alexander Streets from McKee to Eckart.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 80-81 issued.
17.	Received petition for the construction of ditches (drainage) for LATHROP PLACE from Bass Road to State Boulevard.	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order 81-81.
18.	Received petition for the removal and replacement of sidewalk at 551 Kinnaird Avenue.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 82-81 issued.
19.	Received a petition for the installation of sidewalk at 341 Dalgren Avenue.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 83-81.
20.	Received invoice #10 of Reed, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $6,541.85 approved by the Water Pollution Control Engineering Department for Engineering Services for the COMBINED SEWER OVERFLOW STUDY. Invoice is for period from 6-8-81 thru 7-17-81.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.
21.	Received AGREEMENT for Special Attorney Services by and between BOARD OF PUBLIC WORKS, City of Fort Wayne, Indiana, and RICHARD I. SNOUFFER, Attorney, for legal services of an attorney for the administration of various projects funded by the Environmental Protection Agency under Sewage Works Grant Nos. C-180599 and C-180774.	Approved. A true copy is incorporated herein.
22.	Received request for permission to barricade as follows:	PERMITS ISSUED.

a. Clair Faux, 726 Kinsmoor, for August 1, 1981 from 3:00 p.m. to 8:00 p.m. - Nuttman between S. Wayne and Ramsey. PURPOSE: Ice Cream Social.
b. West Central Neighborhood Committee, 1210 Broadway, - August 1, 1981 from 10 a.m. to 12 Noon - Jones from College to Nelson. PURPOSE: Carnival.
c. Joseph Bender, 2442 Hoagland, for August 1, 1981 from 4:30 p.m. to dark - 300 block West Woodland between Hoagland and Webster. PURPOSE: Block party.
d. Shaver & Pen Co., 817 Calhoun, - August 1, 1981 from 8:00 a.m. to Noon - sidewalk in front of address - PURPOSE: Sealing brick in front of store.
e. John Freistoffer, 536 W. Main, August 2, 1981 - from 10 a.m. to 10 p.m. - Fulton from Main to Pearl Streets. PURPOSE: Dedication.
f. Rocco Ferrera, Box 5270, - August 3, 1981 for three weeks around the clock - barricade Tilden between Anthony and Pemberton. PURPOSE: Sewer project.

23. Received request for permission to barricade as follows: PERMITS ISSUED.

   a. Rocco Ferrera, Tuesday, August 4, 1981 from 8:00 a.m. to 4:30 p.m. - Delta between Columbia and Lake. PURPOSE: Sewer project.
   b. Rocco Ferrera, August 6 and 7, 1981 around the clock - Lake between Delta and California. PURPOSE: Sewer project.
   c. Trisco, Inc. LIma, Ohio - August 8 and 9, 1981 from 5:30 a.m. to 6:00 p.m. - sidewalk at 116 E. Wayne on south side. PURPOSE Finish surfacing wall of building.
   d. Lora Rencher, 601 Hayden - August 8, 1981 from Noon to 6 p.m. -Alley on Brackenridge to front of Hayden. PURPOSE: Ice cream social.
   e. ROCCO FERRERA - July 27, 1981 for three weeks around the clock - Kensington between Lake and Tilden & Pemberton between Lake & Tilden - PURPOSE: Sewer project.
   f. ROCCO FERRERA - July 29, 1981 for two weeks from 8 a.m. to 5 p.m. - Tennessee between St. Joe and Crescent. PURPOSE: Install wells for sewer project.
   g. ROCCO FERRERA - July 30, July 31 and August 1, 1981 from 8 a.m. to 4:30 p.m. - Delta, Lake, California, Crescent, Kensington, Pemberton, Bayer, Tecumseh, Kentucky and Oneida. PURPOSE: Cutting pavement - Sewer project.
   h. ROCCO FERRERA - August 17, 1981 for three to five weeks - around the clock - Tilden between Anthony and Lakeside Jr. High School. PURPOSE: Install sanitary sewer.
   i. Winzeler Excav. Co., Inc. Center Street, Bryan, Ohio, - August 6 thru August 21, 1981 7 a.m. to 3 p.m. -Illinois Rd. north lane at Thomas Road to Sutton Road. PURPOSE: Restoration, reseeding etc. on Sewer project #348-80.
   j. Alan P. Eisinger, 525 W. Washington - July 31, 1981 from 9 a.m. to 3:00 p.m. North lane of E. Washington Blvd. in 525 block - PURPOSE: Load a U-haul moving van.
   k. Consolidated Rail (Mr. Coop) 422-7575 - July 29 to end of August, 1981 from 7:30 a.m. to 1:30 p.m. - Underpass at Calhoun and Brackenridge. PURPOSE: Sandblasting and painting underpass.

24. Received request for permission to hold parades as follows: PERMITS ISSUED.

   a. Ft. Wayne Street Rod Assocation - August 1, 1981 from 6:30 p.m. to 7:30 p.m. for approximately 150 people and 100 vehicles. Starting and teminating at Coliseum. PURPOSE: 1981 MUDDY RIVER RUN.
   b. Avalon Summer Sports Club, 8020 Derbin Dr., - August 2, 1981 from 8:00 p.m. to 8:20 p.m. approximately 125 persons and 10 vehicles. Starting and terminating at Avalon pool. PURPOSE: Celebration.
   c. Trinity United Methodist Church, 609 Putnam, - August 3, 1981 from 6:00 p.m. to 7:00 p.m. approximately 75 - 100 people and three cars. North on Short to Putnam, to Andrew, to Greenlawn, to Short then on to church parking lot. PURPOSE: Promote vacation school.
   d. Avalon Civic Association, 7909 Durbon, - August 17, 1981 from 7:00 p.m. to 8:00 p.m. - approximately 200 persons and five vehicles. Route: Amherst to St. Louis to Breckenwood to Springhill to Hopewell to Pine Dale to Maplewood to Amherst. PURPOSE: Bike parade.

25. Received invoice #71-01-310-01-0-95 of Howard Needles, Tammen & Bergendoff (Steeg) in the amount of $474.71 approved by the Director of Water Resources for Construction Engineering Services - Water Quality Control - DIVISION I. WPC Plant Additions.	Approved and ordered paid by City Utilities from the WPC Utility Fund.
26. Received invoice #55 of Hagerman-Shambaugh (joint bidders) in the amount of $33,717.81 approved by HNT & B (Steeg(for the period 9/10/80 thru 7/31/81 for Water Quality Control Project Division I - WATER POLLUTION CONTROL PLANT ADDITIONS.	Approved and ordered City Utilities to pay invoice in the amount of $33,717.81. Also ordered the amount of $1,774.62 paid to Hagerman-Shambaugh Escrow Account at Lincoln National Bank. Payemnts are to be made from the Water Pollution Control Utilty Fund.
27. Received recommendation from the Director of Water Resources to authorize the County Sheriff (Charles Meeks) to act as agent to enforce trespassing and vandalism at HURSHTOWN RESERVOIR.	Approved. A true copy is incorporated herein.

Meeting adjourned at 10:15 a.m.

Robert D. Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Thursday, August 13, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten
B.R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Resolution No. 1021-80 for the construction of Water Main in and along the south side of KELMAR DRIVE from an existing 6" water main.

CONFIRMED.

Ordered sent to the Departmen
of Finance.

Meeting adjourned at 3:45 p.m

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Tuesday, August 18, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 2:00 p.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. AWARD CONTRACT:

For the collection, removal and disposal of Solid Waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc.

Postponed.

Meeting adjourned at 2:15 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
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Wednesday, August 19, 1981

Department of Public Works
Office of the Board
Room 910, City County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment voucher from the Auditor of City Utilities.

Approved and ordered sent to the Departmetn of Finance.

3. Received driveway applications:

1809 Coronet Dr. ------------- Ned Keener Const.
3511 Engle Rd. /Mark Dr.------ Felderman Const.
2811 Roscommon Dr. ----------- Ned Keener Const.
603 W. State / Short St. ----- Ned Keener Const.

Approved and permits issued.

4. Received private sidewalk applications;

509 Archer --------------Ned Keener Const.
401 Dalgren -------------Steury Const.
2228 Eastbrook Dr. ------Ned Keener Const.
1222 Scott --------------Ned Keener Const.
535 W. Wayne ------------Dailey Asphalt

Approved and permits issued.

5. Received street cut applications:

618 W. Berry (alley) --- NIPSCO
2205 Broadway --- C.U.
305 Center --- "
1638 Cherokee --- "
848 W. Creighton --- NIPSCO
2528 Dellview --- "
1407 Fletcher --- C.U.
3204, 3402, 3540 Glencairn --- "
1126 Gutherie --- "
651 High --- "
2727 Independence --- "
2310 John --- J & G Water & Sewer
6217 Kiwanis --- NIPSCO
531 Madison --- J & G Water & Sewer
2224 St. Joe /State --- NIPSCO
3220, 3330 Thames --- "
3126 Warsaw --- "
600' E. of Sharon Dr. on Washington Center Rd. --- Gen. Tel.
2711 Waynedale --- NIPSCO
2620 Winter --- C.U.
2319 Chestnut --- NIPSCO
712 S. Harrison --- "
2310 John --- "
2708 John --- "
2507 Lillie --- "
232 W. Wayne --- "
1619 Wells --- "
450 Wildwood --- "

Approved and permits issued.

6. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Resolution No. 5917-81 - WEST CENTRAL, PHASE VII.

AWARD contract to Gateway Construction Company at and for their bid in the amount of $35,142.50 subject to councilmanic approval.

Ordered Street Engineering Department to prepare contract.

7. RECEIVE BIDS:

Curb and Sdw. Res. No. 5911-81 for construction of curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries.

L. W. DAILEY, INC.	----	$30,857.15
HIPSKIND ASPHALT CORP.	----	51,003.00
RIETH-RILEY CONST. CO.	----	31,954.85
T & F CONST. CORP.	----	32,644.70

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 26, 1981 at 9 a.m.

8. RECEIVE BIDS:

Curb and Sidewalk Resolution No. 5916-81 for construction of curb and sidewalk where needed on WARSAW Street, both sides, from Taber to Pontiac; and on CAROLINE, both sides, from Suttenfield to Pontiac (wide curbface walk); Known as LaREZ NEIGHBORHOOD, PHASE IV-B.

L. W. DAILEY, INC.	---	$36,635.25
GATEWAY CONST. CO.	---	32,150.95
HIPSKIND ASPHALT CORP.	---	47,895.50
HIPSKIND CONCRETE CORP.	---	29,749.50
RIETH-RILEY CONST. CO.	---	30,702.60
SPEARS-DEHNER, INC.	---	67,575.75
T & F CONST. CORP.	---	37,638.20

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 26, 1981 at 9 a.m.

9. RECEIVE BIDS:

Improvement Resolution No. 5918-1981 for resurfacing and restoring pavement as designated on the following streets: THIEME DRIVE, BERRY STREET, BROADWAY AND MAIN STREET:

BROOKS CONST. CO.	---	$53,205.74
L. W. DAILEY, INC.	---	47,209.05
HIPSKIND ASPHALT CORP.	---	50,784.00
MOELLERING CONST. CO.	---	55,752.48
RIETH-RILEY CONST. CO.	---	50,020.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 26, 1981 at 9 a.m.

10. RECEIVE BIDS:

Improvement Resolution No. 5920-81 for construction of curbface walks and driveway approaches on both sides of Creighton Avenue from the east curb line of Gay Street to the west curb line of Bowser AVenue; Known as CREIGHTON AVENUE CAPITAL IMPROVEMENT, PHASE B:

BROOKS CONST. CO.	---	$31,260.02
L. W. DAILEY, INC.	---	28,530.00
GATEWAY CONST. CO.	---	26,554.50
HIPSKIND ASPHALT CORP.	---	38,811.00
HIPSKIND CONCRETE CORP.	---	23,818.75
RIETH-RILEY CONST. CO.	---	25,200.75
SPEARS-DEHNER, INC.	---	51,776.50
T & F CONST. CO.	---	27,291.50

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, August 26, 1981 at 9 a.m.

11. Received Change Order #1 of Rieth-Riley Construction Company, Inc. in the amount of $1,776.49 approved by the Street Engineering Department covering Resolution No. 5897-81 - EAST CENTRAL, PHASE VI.

Approved and ordered sent to Common Council on Tuesday, September 8, 1981 at 8:00 p.m.

12. Received Street Lighting Resolution No. 154-81, final plans, specifications and estimate prepared by the Street Lighting Engineering Department for the lighting of East Rudisill Boulevard from Lafayette Street to South Anthony Boulevard. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on August 28 and September 4, 1981.

Receive bids on Wednesday, September 9, 1981 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

13. Received Curb and Sidewalk Resolution No. 5921-81, final plans, specifications and estimate prepared by the Street Engineering Department for constructing new sidewalks hwere needed on the following streets: REED STREET - both sides north of Rudisill to the south of Oxford; ROBINWOOD DRIVE - both sides from north of Grier to south of Oxford; BOWSER AVENUE - both sides from north of Rudisill to south of Grier; also known as OXFORD NEIGHBORHOOD, PHASE VI-C. (CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on August 28 and September 4, 1981.

Receive bids on Wednesday, September 9, !981 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

14. Received ADDENDUM TO Curb, Sidewalk and Street Lighting Resolution No. 5898-81 prepared by the Street Engineering Department. ADDITION is as follows: Amended to read - PAYMENT SHALL BE FINANCED BY THE BARRETT LAW REVOLVING IMPROVEMENT FUND AS PROVIDED for in I.C. 18-6-5-29-5.

(See page 70-110-5 dated Feb. 4, 1981).

Approved.

15.	Received preliminary plans, estimate and specifications to repair Caribe Colony Street submitted by the Street Engineering Department.	Approved. Board Order No. 89-81.
16.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Guaranty Bond in the amount of $279,147.80 signed by American States Insurance Company for Baer Field West Sanitary Sewer - BAER FIELD WEST - Keller Road Sanitary Sewer.	Approved. Ordered acceptance letter written.
17.	Received invoice of M & G Properties in the amount of $13,957.39 (RETAINAGE) approved by the Water Pollution Control Engineering Department for BAER FIELD WEST SANITARY SEWER	Approved. Ordered City Utilities to pay invoice from the WPC Utility Fund.
18.	Received Special Sewer Permit for (NORTH AMERICAN VAN LINES, REA MAGNET WIRE AND CENTRAL SOYA) prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Land Excavating, Inc. to construct sanitary sewer known as Corporate Hangar Sanitary Sewer Extension.	Approved and Special Sewer Permit issued. Board Order 86-81 issued.
19.	Received Special Sewer Permit for MIKE THOMAS prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as OAK GROVE, Section IV. 25% Maintenance Bond is to be furnished at the time Completion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order 87-81 issued.
20.	Received SPecial Sewer Permit for LONGWOOD DEVELOPMENT prepared and approved by the Water Pollution Control Engineering Department to construct a sanitary sewer known as LONGWOOD, SECTION II. 25% Maintenance Bond is to be furnished at the time Completion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No. 88-81 issued.
21.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write offs as listed: WATER - $2,952.93 and SEWER - $1,865.64 (total: $4,818.57).	Approved.
22.	Received petition for the construction of new sidewalks on the east side of Warsaw from Senate to Congress.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order No. 90-81.
23.	Received invoice #1 of T & F Construction Corporation in the amount of $15,692.50 approved by the Street Engineering Department covering Resolution No. 5908-81 - Paulding Road Pavement Repair.	Approved and ordered paid by MVH Funds.

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24. Received invoice #30 of Hagerman/ Shambaugh, joint bidders, in the amount of $108,133.75 prepared and approved by McNamee, Porter and Seeley, Consulting Engineers, for Contract No. 77-W-2 - WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved. Ordered City Utilities to pay invoice in the amount of $108,133.75. Also ordered the amount of $5,691.25 to be paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from Water Utility Fund.
25. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot-Gibson Construction Company, Inc.with Guaranty Bond in the amount of $1,300.00 signed by The Western Casualty and Surety Company for PARNELL PARK - My Pie Sanitary Sewer.	Approved. Ordered acceptance letter written.
26. Received invoice from Indiana Department of Highways for the payment of interest in the amount of $278.02 on project RRP-000S (2) and (3) approved by the Street Engineering Department. (BLUFFTON/ENGLE/ST. MARYS).	Approved and ordered paid from LRS Account.
27. Received invoice of Consolidated Rail Corporation in the amount of $15,991.03 approved by the Street Engineering Department as final payment for crossing, light signals and short arm gates at FERNHILL AVENUE EXTENDED - Resolution No. 5835-79.	Approved and ordered paid from LRS Account 402-138-338-13-4265.
28. Received invoice from Butler, Fairman and Seufert, Inc. in the amount of $1,651.50 approved by Street Engineering Department for City's 30% share of engineering inspection service charges on FAIRFIELD - EWING - WELLS BRIDGE PROJECT. Invoice covers period from June 1, 1981 to June 31, 1981.	Approved. Ordered payment made from LRS Account 402-138-338-03-4265.
29. Received preliminary plans for construction of 16" water main extension on AIRPORT DRIVE (13th Street) to serve TECO, INC. from the Water Engineering Department.	Approved. Ordered Water Engineering to prepare final plans and bid docume
30. Received barricade request from NIPSCO, 1501 Hale, for permission to barricade the first alley south of Main Street East of Fulton from August 3, 1981 thru August 14, 1981 around the clock. PURPOSE: Installation of gas mains.	Approved and permit issued.

31. Received the following requests for permission to barricade the following:

(a) ROCCO FERRERA for 8-11-81 for four weeks around the clock - the alley between Crescent and California.
PURPOSE: Sewer project.
(b) ROCCO FERRERA for 8-13-81 for five weeks around the clock - the intersections of Tennessee at Kentucky, Tecumseh and Bayer.
PURPOSE: Sewer Project.
(c) ROCCO FERRERA for 8-13-81 for two weeks around the clock _ California (Tennessee and Lake).
PURPOSE: Sewer project.
(d) HARRY BEAN, 523 Ridgemore Drive, August 13 and 14, 1981 for 24 hours. starting 8:00 a.m. at 1929 Lawndale in park strip.
PURPOSE: Place dumpster.
(e) NIPSCO, 114 E. Wayne, August 14 - 20, 1981 from 8:00 a.m. to 4:00 p.m. - first alley south of Berry in the 600 block of Fulton at the intersection of Fulton on the east side.
PURPOSE: Check gas valve

32. RESOLUTION NO. 71-39-32: (Sewer Res. 341-80 Junk Ditch)

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Indiana, that:
WHEREAS, that Consolidated Rail Corporation, hereinafter referred to as ConRail and City of Fort Wayne, hereinafter referred to as City, and,
WHEREAS, that said ConRail insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter set forth on the part of the City to be kept and performed, hereby permits City to construct, maintain, repair, alter, renew, relocate and ultimately remove one 27 inch reinforced concrete gravity flow sanitary sewer, encased in a 38" steel pipe, through the lands and under and across the roadway and tracks of Main Line (Pittsburgh-Chicago) of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 17011+90±, located 2402 feet east of Mile Post 322, at a point in the City of Fort Wayne, Allen County, Indiana, etc. SEWER RES. 341-80 JUNK DITCH.
Approved August 19, 1981.
A true copy is incorporated herein.

33. RESOLUTION NO. 71-39-33: (Sewer Res. 349-80 Junk Ditch)

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, that:
WHEREAS, the Consolidated Rail Corporation, hereinafter referred to as ConRail and the City of Fort Wayne, hereinafter referred to as City, and,
WHEREAS, that said ConRail insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the City to be kept and performed, hereby permits the City to construct, operate, maintain, repair, alter, renew, relocate and ultimately remove one 24" reinforced concrete gravity flow sanitary sewer, encased in a 36" steel pipe, through the lands and under and across the roadway and tracks of the Grand Rapids and Indiana Branch of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 4975+ 75 ±, located 1250 feet north of Mile Post 94, at a point in the City of Fort Wayne, Allen County, State of Indiana, etc.
SEWER RES. 349-80 JUNK DITCH.
Approved August 19, 1981.
A true copy is incorporated herein.

34. RESOLUTION NO. 71-39-34: (Sewer Res. 327-80 Spy Run)

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Allen County, State of Indiana, that:
WHEREAS, the Consolidated Rail Corporation, hereinafter referred to as ConRail, and the City of Fort Wayne, hereinafter referred to as City, and,
WHEREAS, that said ConRail insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the City, to be kept and performed hereby permits the City to construct, maintain, repair, alter, renew, relocate and ultimately remove one 27" reinforced concrete gravity flow sanitary sewer, encased in a 38" steel pipe through the lands and under and across the roadway and tracks of the Grand Rapids Branch of Railroad (formerly held by the Pennsylvania Railroad Company) at Valuation Station 5045 + 05 ±, located 2905 feet north of Mile Post 95, at a point in the City of Fort Wayne, Allen County, Indiana, etc. SEWER RESOLUTION NO. 327-80 SPY RUN.
Approved August 19, 1981.
A true copy is incorporated herein.

35. RESOLUTION NO. 71-39-35: (Sewer Res. 332-80 NORTH MAUMEE)

BE IT RESOLVED, by the Board of Public Works of the City of Fort Wayne, Allen County, State of Indiana, that:

WHEREAS, the Consolidated Rail Corporation, hereinafter referred to as ConRail, and the City of Fort Wayne hereinafter referred to as City, and,
WHEREAS, that said ConRail insofar as it has the legal right and its present title permits and in consideration of the covenants and conditions hereinafter stated on the part of the City to be kept, and performed, hereby permits the City to construct, maintain, repair, alter, renew, relocate and ultimately remove one 48" reincorded concrete gravity flow sanity sewer, encased in a 72" steel pipe, through the lands and under and across the roadway and tracks of Main Line (Pittsburgh & Chicago) of Railroad (formerly held by the Pennsylvania R road Company) at Valuation Station 16683 + 60 ±, located 1948 feet west of Mile Post 315 at a point 0.90 of a mile west of the Station of Adams, Allen County, Indiana, etc. (SEWER RESOLUTION NO. 332-80 NORTH MAUMEE).

Approved August 19, 1981.
A true copy is incorporated herein.

36.	Received invoice #1 of The Weikel Line Company, Inc. in the amount of $8,462.48 approved by the Street Lighting Engineering Department covering Street Lighting Resolution No. 151-81 EAST CENTRAL, PHASE IV.	Approved and ordered paid by Community Development and Planning.

Meeting adjourned at 10:30 a.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Thursday, August 20, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Resolution No. 5877-80 for constructing curbs, yardwalks and drive approaches on Forest Park Boulevard from State Boulevard to Dodge Avenue.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the Final Assessment Roll.

2. Through the recommendation of the City Attorney all bids for the collection, removal and disposal of Solid Waste were rejected.

All bids rejected.

3. The Board deemed it necessary to re-advertise for the collection, removal and disposal of Solid Waste, including garbage rubbish and household rubbish, from each residence apartment complex and mobile home court, etc.

Approved.

Advertise Notice to Bidders August 24 and August 31, 1981.

Receive bids Thursday, September 10, 1981 at 10:00 a.m.

Garbage Committee to prepare bid documents.

4. Received Grant of Easement for Water Main between COVERALL RENTAL SERVICE, INC. AND GOODWILL INDUSTRIES OF FORT WAYNE, INC. hereby grant to the City of Fort Wayne, Indiana, perpetual easement described as follows:

The north 15 feet of the west 325 feet and the east 15 feet of the west 340 feet of that part of vacated Kinnaird Avenue lying east of Brooklyn Avenue. (UTILITY EASEMENT vacation of Kinnaird Ave.)

Approved.

On file in the vault of Board of Works.

Meeting adjourned at 4:15 p.m.

Robert Anderson

Billy R Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, August 26, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

	T.W. LATCHEM, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B. R. Collins Sandra E. Kennedy
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Ornamental Lighting Resolution No. 5911-81 for constructing curbs on both sides of the 2500 and 2600 blocks of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries.	AWARD contract to L. W. Dailey at and for their bid in the amount of $30,857.15 subject to councilmanic approval Ordered Street Engineering Depar-ment to prepare contract.
4.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Resolution No. 5916-81 for constructing curbs and sidewalks where needed on WARSAW AND CAROLINE STREETS - known as LaRez Neighborhood, Phase IV-B.	AWARD contract to Hipskind Concr Company at and for their bid in amount of $29,749.50 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract.
5.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on THIEME, BERRY, BROADWAY AND MAIN STREETS-Street Improvement Resolution No. 5918-81.	AWARD contract to Dailey Asphalt Products Company at and for their bid in the amount of $47,209.05 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract.
6.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for construction of curbface walks and driveway approaches on both sides of Creighton Avenue from the east curb line of Gay Street to the west curb line of Bowser Avenue - known as CREIGHTON AVENUE, PHASE B. Resolution No.5920-81.	AWARD contract to Hipskind Concrete Company at and for thei bid in the amount of $23,818.75 subject to councilmanic approval Ordered the Street Engineering Department to prepare contract.

7. Received final plans, specifications and estimate for WATER CONTRACT 81-XP-1 prepared by the Water Engineering Department Airport Drive Water Main Extension (13th Street) to serve TECO, INC.

Approved.

Ordered Advertise - NOTICE TO CONTRACTORS, August 28 and September 4, 1981.

Receive bids on Wednesday, September 9, 1981 at 9 a.m.

Ordered Water Engineering Department to prepare bid documents.

8. Received the following parital payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599.

	INVOICE	ESCROW:	Bank:
(a) ROCCO FERRERA & CO., INC. Estimate #4 Resolution 310-80, Phase I -	$383,982.89	$42,664.77	Lincoln Bank
(b) BUSCH, INC. Estimate #4 for Resolution No. 310-80, Phase II -	593,862.32	23,673.43	Lincoln Bank
(c) JOE R. NORMAN for estimate #7 Resolution No. 310-80, Phase III -	508,574.80	207.32	Am. Fletcher Bank
(d) ROCCO FERRERA & CO., INC. for estimate #7 Res. No. 310-80, Phase IV -	50,357.90	000	
(e) L. W. DAILEY, INC. estimate #4 for Resolution No. 311-80 -	60,226.21	6,690.69	Indiana Bank
(f) WEITZEL CONST. for estimate #7 Resolution No. 312-80 -	109,677.18	8,766.82	Lincoln Bank
(g) EARTH CONST. & ENGR., INC. for estimate #7 Res. 313-80 -	24,564.80	000	
(h) EARTH CONST. & ENGR., INC. FOR ESTIMATE #6 Res. 314-80, Ph. I -	112,561.56	312.84	Lincoln Bank
(i) BERCOT, INC. for estimate #7 Resolution No. 314-80, Ph. II -	21,123.45	000	
(j) EARTH CONST. & ENGR. INC. for estimate #6 Res. No. 315-80	1,734.30	000	
(k) EARTH CONST. & ENGR. INC. for estimate #3 for Res. No. 316-80	96,995.08	3,889.87	Lincoln Bank
(l) JOHN HARTMAN CONST. for estimate #3 Res. 317-80 -	25,748.36	901.84	A. C. Bank & Trust
(m) EARTH CONST. & ENGR., INC. for estimate #3 Resolution No. 318-80	43,554.15	000	
(n) T - G EXCAVATING, INC. for estimate #4 Resolution No. 321-80	6,553.40	765.47	Anthony Wayne Bank

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

9. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA C-180599-07

	INVOICE	ESCROW	BANK
(a) WAYNESFIELD Construction for estimate #7 Sewer Res. No. 323-80 -	$ 13,600.00	000	
(b) BERCOT, INC. for estimate #3 for Sewer Res. No. 324-80 -	80,187.60	8,909.73	Indiana Bank
(c) NORTHEASTERN CONST. CO. for estimate #6 Res. 327-80 -	19,383.75	2,153.75	Three Rivers Tit
(d) GROUND SERVICES, INC. for estimate #6 Sewer Res. 328-80 -	41,277.60	4,586.38	Peoples Trust Ba
(e) SCHEIDLEMAN EXCAVATING, INC. for estimate #4 Resolution No. 329-80	42,683.96	4,742.66	Lincoln Nat. Ban

Approved and ordered paid by City Utilities from the WPC Utility Fund.

10. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUDY AREA C-180599-08

	INVOICE:	ESCROW:	BANK:
(a) ROCCO FERRERA & CO., INC. for estimate #4 Sewer Res. 330-80 Phase I	105,144.70	000	
(b) JOHN DEHNER, INC. for estimate #5 Resolution No. 330-80 Phase II	134,326.80	14,925.21	Anthony Wayne Ba
(c) BUSCH, INC. for estimate #4 for Resolution No. 332-80	40,595.63	000	
(d) BUSCH, INC. for estimate #1 for Sewer Res. 334-80 -	161,183.65	17,636.60	Lincoln Bank
(e) JOHN HARTMAN CONST. CO. for estimate #5 for Sewer Res. No. 338-80 -	5,366.00	000	
(f) MOELLERING CONST. CO. for estimate #4 for Sewer Res. 339-80	6,637.30	000	
(g) JOHN DEHNER, INC. for estimate #1 of Sewer Res. No. 335-80	6,729.23	747.69	Anthony Wayne Ba
(h) JOHN DEHNER, INC. for estimate #5 Sewer Res. No. 336-80 -	18,025.71	000	
(i) JOHN DEHNER, INC. for estimate #4 Sewer REs. No. 337-80 -	19,917.34	1,404.52	Anthony Wayne Ba

Approved and ordered paid by City Utilities from the WPC Utility Fund.

11. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH STUDY AREA C-180599-09

	INVOICE	ESCROW	BANK
(a) WINZELER EXCAVATING, INC. for estimate #1 for Sewer Res. 341-80 -	28,363.27	3,151.48	Lincoln Bank
(b) WINZELER EXCAVATING, INC. for estimate #2 for Sewer Res. No. 342-80 -	35,608.22	3,956.47	Lincoln Bank
(c) NESS EXCAVATING, INC. for estimate #4 for Sewer Res. 345-80 -	69,919.05	7,768.78	Lincoln Bank
(d) WINZELER EXCAVATING, INC. for estimate #3 for Sewer Res. No. 348-80	224,472.85	15,950.16	Lincoln Bank
(e) NESS EXCAVATING, INC. for estimate #3 for Sewer Res. No. 350-80	18,437.48	2,048.60	Lincoln Bank
(f) WINZELER EXCAVATING, Inc. for estimate #2 for Sewer Res. No. 351-80 -	17,523.29	1,947.03	Lincoln Bank.

Approved and ordered paid by City Utilities from the WPC Utility Fund.

12. Received driveway applications:

Approved and permits issued.

2813 Belfast Dr. --------Emil Holiday
129 Corwin---------------K & W Const.
5004 Indiana ------------Kirk Scheeler
219 W. Sherwood Terrace--Simerman Const.
332 & 340 W. Sherwood ---Simerman Const.
2814 Sherbourne ---------Emil Holiday
209, 213, 217 E. Washington Ctr. Rd. -------Dailey Asphalt

13. Received private sidewalk applications:

Approved and permits issued.

347 W. Berry ------ Fox Contractors
3801 Calhoun ------ Lengacher Const.
129 Corwin -------- K - W Const.

14. Received street cut applications:

Approved and permits issued.

2807 Abbott (alley) --- NIPSCO
C/L s.side Alverno Dr. --- "
1724 E. Rudisill --- "
5121 - 5123 Ardmore --- C.U.
3007 S. Barr --- NIPSCO
1811 Berkley --- C.U.
524 E. Berry --- "
5020 Bluffton --- NIPSCO
5601 Bowser --- "
1028 - 1030 Broadway --- C.U.
1135, 1207, 1213 & 1309 Broadway --- NIPSCO
5005 Buell --- "
2728 and 2722 Busche --- D. McHenry
4850 S. Calhoun --- C.U.
California N/Lake --- C.U.
3020 Central (alley) --- NIPSCO
3428 Chestnut --- "
228 W. Cumberland --- "
230 W. Cumberland --- "
228 W. Cumberland --- Langston Const.
3012 Drexel --- NIPSCO
Edwards 300' N. Nutmann --- "
Emmett Lane --- "
2614 Evans --- "
4923 Forest (prkstrp --- C.U.
Fulton 515 W. Main --- NIPSCO
2904 Gay --- "
2100 Goshen --- C.U.
927 Hamilton --- Boyd Plumb.
2727 S. Hanna --- NIPSCO
600 blk. High --- C.U.
636 High --- "
640 High --- "
High & Clark --- "
4531 Highwood --- "
3517 Holton --- NIPSCO
665 Huffman --- C.U.
Larchwood Lane -(Frenchmen's Crossing & Shorecrest --- Ft. Wayne Cablevision
1916 Lathrop Place --- NIPSCO
718 Lillian --- "
1221 Medical Park --- Gerald Hartman
7348 Mill Run --- C.U.
2409 Parnell --- "
2725 Oxford --- Langston Const.
6910 Pear Tree Lane --- NIPSCO
135 W. Lewis --- "
2603 Mauldin --- "
4936 Nob Dr. --- "

0

3615 Rodgers --- NIPSCO
3222 Smith --- "
1610 Tilden --- C.U.
3324 Turpie --- NIPSCO
3320 Turpie --- "
1123 Wabash --- "
3041 Warsaw --- "
825 W. Wayne --- C.U.
1533 E. Wayne --- NIPSCO
3824 Wayne Trace --- "
2806 Weisser Park --- "
4324 Weisser Park --- "
7825 Weymouth Ct. --- C.U.
5224 Yorkshire --- "
930 Liberty (alley) --- NIPSCO
1302 W. Wildwood --- "
Clinton E/side 500' S/o Coliseum --- GEN.TEL.
Alliger 1st alley w/o Anthony --- "

15. RECEIVE BIDS: Curb, Sidewalk, Street, Traffic Signals and Landscaping for Resolution No. 5922-81, prepared by Bonar Associates, for Broadway from 300 feet south of Lavina, north 1400 feet to Washington Boulevard: Bidders were: BROOKS CONST., L. W. DAILEY, MOELLERING CONST., RIETY-RILEY CONST., SPEARS-DEHNER, INC., T & F CONST., HIPSKIND ASPHALT., EXTERIOR DESIGN, EWING NURSERY, LAWN & TURF, SIEBOLD & PRICE, WHITKO, BIGGS ELEC., AND MORSE ELECTRIC.	A true copy of bids is incorporated herein. (71-20-5) Bids referred to Bonar & Associates for tabulation and report. Award contract on Wednesday, September 2, 1981 at 9 a.m.
16. Received petition for the installation of storm sewer system in Eastland Gardens Addition.	Approved. Ordered Water Pollution Control Engineering Departmen to investigate and report. Board Order No. 94-81.
17. Received petition for the installation of sidewalk on Sherwood Terrace.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 95-81.
18. Received petition for the installation of curbs and sidewalks at 3109 Warsaw Street.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 96-81.
19. Received invoice 70-10-210-01-36 of McNamee, Porter and Seeley, Consulting Engineers, approved by Department of Water Resources for General Engineering for Water Works Improvements in accordance with contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Amount of invoice is $1,767.99.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

20.	Received invoice 70-10-210-01-37 of McNamee, Porter and Seeley, Consulting Engineers, in the amount of $9,171.53 approved by the Director of Water Resources for engineering services for Water Wroks Improvements in accordance with contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
21.	Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $27,873.90 (FINAL) approved by the Street Engineering Department for Resolution No. 5821-78 for N. Washington Rd. and Kensington Boulevard.	Approved and ordered paid from Resurfacing Account 402-134-002-4004.
22.	Received invoice #4 of L. W. Dailey, Inc. in the amount of $8,343.25 (FINAL) approved by the Street Engineering Department for Resolution No. 5871-80 - Progress, Ley and Lima Road intersection.	Approved and ordered paid from LRS Account.
23.	Received Change Order #2 of Rieth-Riley Construction Company in the amount of $27,873.90 approved by the Street Engineering Department covered by Resolution No. 5821-78 1979 Resurfacing Broadway Creighton to Rudisill.	Approved.
24.	Received Change Order #1 of North Eastern Construction Company, Inc. in the decreased amount of $140.50 approved by the Water Engineering Department covering Project No. 80-XP-1 Ley Road Water Main Extension.	Approved.
25.	Received invoice #1 of Clyde E. Williams & Associates in the amount of $10,035.66 approved by the Traffic Engineering Department for Project HES-MG-HHS-200-9 (1) CONSTRUCTION ENGINEERING COLISEUM BLVD. SIGNAL INTERCONNECT. Invoice is for services from April 27, 1981 thru July 4, 1981.	Approved and ordered paid from LRS Account #402-138-338-11-4265.
26.	Received invoice #2 of Gateway Construction Company in the amount of $2,610.90 approved by the Street Engineering Department covering project Resolution No. 5906-81 - LaRez Impact Area, Phase Iv.	Approved and ordered paid by Community Developemnt and Planning.
27.	Received invoice #1 of Gateway Construction Company in the amount of $21,214.89 approved by the Street Engineering Department covering Project Resolution No. 5909-81 - OXFORD NEIGHBORHOOD, PHASE VI-A.	Approved and ordered paid by Community Development and Planning.
28.	Received invoice from the City Controller (Barrett Law Department) in the amount of $6,896.14 covering balance of City cost on Street Lighting Resolution No. 149-80 - Village Woods Street Lights.	Approved and ordered paid from Revenue Sharing Account.

29. Received invoice from the City Controller (Barrett Law Department) in the amount of $102,860.77 covering balance of City cost on Resolution No. 5899-81 - Kensington Boulevard - Curb, Sidewalk and Drive Approaches Improvement.	Approved and ordered paid from MVH Funds.
30. Received Special Sewer Permit for Raymond E. Weber prepared and approved by the Water Pollution Control Engineering Department for Sanitary Sewer to serve 5727 W. Washington Center Road. 25% Maintenance Bond is to be furnished by contractor at time Completion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order No.93-81.
31. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Fox Construction Corp. in the amount of $5,000 signed by Fidelity and Deposit Company of Maryland for UNIVERSITY PARK- Shive Nursing Home Sanitary Sewer, Phase II.	Approved. Ordered acceptance letter written.
32. Received Amendment to Declaration of Covenants Conditions and Restrictions for GEORGETOWN AREA PROFESSIONAL VILLAGE AMENDED submitted by City Plan Commission.	Approved.
33. Agreement between City of Fort Wayne and Howard T. Hirschy re: payment of Sewer Taps for Cassel Heights - Resolution No. 333-80 for NORTH MAUMEE STUDY AREA - EPA C-180599-08.	Approved. A true copy is incorporated herein.
34. Received Grant of Easement whereby HOWARD HIRSCHY REALTY, INC. of Allen County, State of Indiana, grants to City of Fort Wayne permanennt and temporary easement to construct, operate, control, maintain, reconstruct and remove a sewer line along and across real property in CASSEL HEIGHTS ADDITION.	Approved. Copy on file in the Board of Public Works.
35. Received invoices from Street Engineering Department for Engineering Services for Community Development and Planning Projects as follows: 1. Invoice #1 West Main Street - Resolution No. 5833-79 - B.O. 72-79---$4,461.58 2. Invoice #2 West Main Street - Resolution No. 5833-79 - B.O. 72-79--$65,182.11	Approved. Ordered the total amount of $69,643.69 paid by Community Development and Planning.
36. Received a request from East Central Neighborhood Association for permission to hold a parade on August 22, 1981 from 11:00 a.m. to 12:00 Noon with approximately 60 persons and 15 vehicles. Route to be traveled: 1800 E. Creighton - west to Reed to Green, to Smith, Buchanan, Hanna, Lewis, Chute and north to Summit Street to park. PURPOSE: Annual Summer festival.	Approved and permit issued.

37. Received requests for permission to barricade the following: All permits issued.

1. Kenya Beasley, 930 Prange, for permission to barricade Prange between Indiana and Beaver on August 21, 1981 from 5 p.m. to 11 p.m.
   PURPOSE: Block party.

2. Bonnie Andrews, ECN Assoc,, to barricade Summit Street from Division to McCulloch on August 22, 1981 from Noon to 6:00 p.m.
   PURPOSE: Annual summer festival.

3. Jane Kimmel, 2418 Kenwood, to barricade 2400 block of Kenwood from Carew to Ralston from 2:00 p.m. to 12:00 Midnight.
   PURPOSE: Block party.

4. Bonnie Andrews, 1215 McCulloch, to barricade the 1100 block of Chute from alley south to Lewis Street on Saturday, August 22, 1981 from 1:00 p.m. to 6:00 p.m.
   PURPOSE: East Central Neigh. Assoc. - skating party.

5. Stephane Butler, 704 Third, to barricade Barthold between Third and Fourth on August 22, 1981 from 6:00 p.m. to midnight.
   PURPOSE: Block party.

6. Jerry Meyer, 2615 Abbey, to barricade the 2700 block of Northgate Blvd. on Sunday, August 23, 1981 from 11:00 a.m. to dark.
   PURPOSE: Waterball and bucket brigade contest.

7. Debbie Mauricio, 923 Kinsmoor, to barricade Kinsmoor between Beaver and Indiana on August 30, 1981 from Noon to 9:00 p.m.
   PURPOSE: Block party.

8. Lafayette - Clinton Neighborhood Association, 3945 S. Barr, for permission to barricade the 3900 and 4000 S. Barr from Rudisill south to east west T-alley on September 5, 1981 from 12:00 Noon to 5:00 p.m.
   PURPOSE: Neighborhood Block party.

9. Marie Kelly, 133 W. Fleming, for permission to barricade Sherwood Terrace between Harrison and Hoagland on September 12, 1981 from 1:00 p.m. to 8:00 p.m.
   PURPOSE: Block party for Association.

10. Christine Feighner, 4730 Beaver, for permission to barricade Beaver and Sherwood = Beaver & Pettit = Maple Grove and Indiana on September 13, 1981 from 3:00 p.m. to 9:00 p.m.
    PURPOSE: Block party - Southwood Park.

Meeting adjourned at 10:30 a.m.

Anderson

Betty R Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

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Wednesday, September 2, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

	T.W. LATCHEM, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	R.A. STATEN, B. R. COLLINS Sandra E. Kennedy
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Received private sidewalk applications: 2213 Brown --------------Bradbury Enterprises 2221 Brown ---Bradbury Enterprises 2310 Cass ---Brooks Const. 429 Dalgren ---Furman Steury 130 W. Fleming ---Simerman Const. 337, 416, 449 and 338 W. Fleming ---Simerman Const. 6217 Kiwanis Dr. ---Rasler Const. 219 W. Sherwood ---Simerman Const. 320 W. Sherwood ---Simerman Const. 335, 340, 413 W. Sherwood --- Simerman Const. 100 W. Superior ---Zumbrun Const. 816 Union ---Emil Holliday	Approved and permits issued.
4.	Received driveway applications: 3801 S. Calhoun ---------Lengacher Const. 439 W. Coliseum ---------Wayne Asphalt 6217 Kiwanis Dr. --------Rasler Const. 415 Oxford ----------Graf Const.	Approved and permits issued.
5.	AWARD CONTRACT: Received tabulation and recommendation prepared by Bonar & Associates, Inc. for Curb, Sidewalk, Street, Traffic Signals and Landscaping Resolution No. 5922-1981 for improving Broadway from 300 feet south of Lavina, north 1400 feet to Washington Boulevard - DIVISIONS I, II AND III. (City Paid).	Award contract to Brooks Constructi Company for DIVISION I in the amoun of $278,237.03. DIVISION II for Siebold-Price Tree and Landscape Company, Inc. in the amount of $20,525.00 and DIVISION III for T & F Construction Corporation in the amount of $8,710.00. Awards subject to councilmanic approval. Ordered Bonar & Associates to prepa contracts and necessary documents.

6. Received requests for permission to barricade the following: ALL PERMITS ISSUED.

(a) NIPSCO, 1501 Hale, to barricade 2300 S. Calhoun on August 14, 17, 18 and 19, 1981 at all times.
PURPOSE: Repair gas mains.

(b) NIPSCO, 1501 Hale, to barricade alley behind 2900 S. Wayne & Indiana starting August 18, 1981 thru September 4, 1981 around the clock.
PURPOSE: Install 3" gas mains.

(c) ROCCO FERRERA, P.O. Box 5270, to barricade Tennessee from California to St. Joe starting August 19, 1981 for five weeks at all times. PURPOSE: Sewer project.

(d) Joseph B. Noonan - Trio Industries, to barricade Washington at One Summit Square between Calhoun and Clinton starting August 20, 1981 thru September 4, 1981 from 9 a.m. to 3 p.m. PURPOSE: Construction of walkway bridge.

(e) ROCCO FERRERA, P.O. Box 5270, to barricade Lake Avenue between Delta and Crescent on August 20, 1981 from 8:30 a.m. to 5:00 p.m. PURPOSE: Sewer project.

(f) Steve Swank - Four Seasons Realty - 3033 E. Washington, - to barricade entrance of Woodland of Riverside on Inland Trail on August 18 thru August 28, 1981 around the clock. PURPOSE: Cleaning area for open house.

(g) NIPSCO, 1501 Hale Ave., to barricade alley between Washington and Jefferson - East side of Fulton on August 21 thru August 25, 1981 from 8:00 a.m. to 4:30 p.m.
PURPOSE: Making a tap.

(h) Bob Behr, Parks & Recreation, to barricade Box Office at Foellinger Parking Lot on Thursday, August 27, 1981 from 12 Noon on 8/27/81 until 8:00 a.m. on 8/28/81.
PURPOSE: Section off for Rock Concert.

(i) NIPSCO, 1501 Hale, to barricade east side of S. Calhoun - North of Dewald on August 26, 1981 for one week around the clock.
PURPOSE: Bagging meters for repair of mains.

(j) Busch, Inc. Holland, Ohio, to barricade Paulding Road at Wayne Trace and Hessen Cassel on August 24, 25, 26 & 27, 1981 from 7 a.m. to 5 p.m. each day.
PURPOSE: North Maumee Sewer Project.

7. Received requests for permission to barricade the following: ALL PERMITS ISSUED.

1. John Dehner, to barricade Paulding Road to McKinnie on Wayne Trace on August 31 and September 1, 1981 for 24 hours a day. PURPOSE: Sewer PROJECT - N. Maumee.
2. Rocco Ferrera, Box 5270, to barricade intersection of Tennessee and Crescent on August 24, 25, 26 and 27, 1981 around the clock. PURPOSE: Federal sewer project.
3. NIPSCO, 1501 Hale, to barricade Emmett Lane West from Bayer to Western terminus August 24 thru August 28, 1981 around the clock. PURPOSE: Sewer project.
4. Jim Beeson, 1708 Florida Drive, to barricade Florida between Nevada and Vermont on August 29, 1981 from 5:00 p.m. to 12:00 Midnight. PURPOSE: Block party.
5. Sharon Dutkas, 517 Lawton Place, to barricade Lawton Place at Spy Run and Griswold on August 29, 1981 from Noon to 12:00 p.m. PURPOSE: Block party.
6. NIPSCO, 1501 Hale, to barricade first alley north of Washington on Fulton on August 20, 21 and 24, 1981 around the clock. PURPOSE: Valve work.
7. WINZELER EXCAVATING COMPANY TO BARRICADE THE SOUTH LANE OF East bound U.S. 24 east of Covington Road on August 20 thru August 27, 1981 from 6:30 a.m. to 4:00 p.m.
PURPOSE: Sewer project.
8. NIPSCO, 1501 Hale, to bag four meters at 2400 S. Calhoun on August 24 and 25, 1981 around the clock. PURPOSE: Repair gas main.
9. NIPSCO, 1501 Hale, to barricade east side of Fulton next to Rogers Office on August 31 and September 1, 1981 around the clock. PURPOSE: Gas main work.
10. NIPSCO, 1501 Hale Ave. to barricade S. Wayne at Lutheran Hospital at the alley north of Cottage on August 27 and 28, 1981 from 7:00 a.m. to 4:00 p.m.
PURPOSE: Install gas main for S. Wayne School.
11. NIPSCO, 1501 Hale, to barricade the 2500 block of S. Calhoun on Thursday, August 27, 1981 from 7:30 a.m. to 4:30 p.m. PURPOSE: repair gas mains.
12. Consolidated Rail, to barricade underpass at Calhoun and Brackenridge starting July 29 thru September 11, 1981 from 7:30 p.m. to 1:30 p.m.
PURPOSE: Sandblasting and paint underpasses.
13. N. Indiana Chapter, National Multiple Sclerosis Society, 3554 Wells St., for permission to hold a parade on Saturday, August 22, 1981 from 8:00 a.m. to 4:00 p.m. per attached route map. 100 persons approximately 100 vehicles. PURPOSE FUND RAISING - BIKE HIKE.

8. Received requests for permission to barricade the following: All Permits Issued.

(a) Dick Vanderwall, P.O. Box 929, to barricade four meters for out of town visitors from Sports Car Club of America on September 2, 1981 from 11 a.m. to 2 p.m.
PURPOSE: Courtesy parking.

(b) Moellering Const. Co., 3400 Engle Road, barricade Anthony at Berry for Railroad crossing on September 3, 1981 for four weeks around the clock.
PURPOSE: Fix crossing.

(c) L. H. Balfour & Assoc., Inc. to barricade Sherman Boulevard and State per map from September 3, 1981 for one week from 9 a.m. to 3:00 p.m.
PURPOSE: Soil Laundering - gasoline under street.

(d) Mrs. E. John Clark, 2225 Alabama, to barricade State and Alabama and Forest and Alabama on September 6, 1981 from 12:00 p.m. to 12:00 a.m.
PURPOSE: Block party.

(e) Permission to hold a parade by FAITH TABERNACLE BAPTIST FELLOWSHIP, 1010 E. Pontiac, September 6, 1981 from 9 a.m. to 12 Noon - 100 persons and 50 ± vehicles. Route to be traveled: Civic Center Parking Lot on Main Street left to Calhoun to Lewis to Hanna to Pontiac left on Pontiac to church at 1010 E. Pontiac.
PURPOSE: New Church.

(f) Permission to hold a parade by NEW HAVEN JAYCEES, Box 167, New Haven, on Monday, September 7, 1981 from 10 a.m. to 2 p.m. Route to be traveled: Washington to Anthony, to State and on State to WKJG on W. State.
PURPOSE: Raising Funds for MDA.

(g) Lynette Getz, 4130 S. Wayne, to barricade the 4100 block S. Wayne between Lexington and Branning on September 7, 1981 from Noon to 8:00 p.m.
PURPOSE: Neighborhood party.

(h) Crown Const. Co., P.O. Box 5163, to block 200 block of E. Jefferson on September 9, 19 for approx. 45 days from 6:30 a.m. to 3:00 p.m.
PURPOSE: Construction of new building for YMCA.

(i) Mike Meyers, 302 N. Cornell Circle, to barricade North Cornell Circle and Hoagland; North Cornell and Lexington and Webster and Lexington on September 12, 1981 from 12 Noon to 10 p.m.
PURPOSE: Block party.

(j) Jim Monroe, 808 Kinnaird, to barricade Kinnaird between S. Wayne and Indiana on September 13, 1981 from 9 a.m. to 9 p.m. PURPOSE: Neighborhood block party.

(k) Mary Lou Schaeph, 3526 Saginaw, for permission to barricade North Washington Road at Hawthorne and South Washington Road on September 13, 1981 from 12 Noon to 7 p.m.
PURPOSE: Picnic - Windwood Park Association.

9. Received request for permission to barricade the following: ALL PERMITS ISSUED.

1. Fort Wayne Parks & Recreation Dept., 705 E. State, to barricade Johnny Appleseed Drive from Parnell to Coliseum Blvd, on Sept. 18, 19 and 20, 1981 from 10:00 a.m. to 10:00 p.m. PURPOSE: Johnny Appleseed Festival.
2. Fort Wayne Redevelopment Commission, Room 830 - City-County Bldg., to barricade Lewis at Calhoun and Harrison on September 21, 1981 starting at 7:00 a.m. PURPOSE: Close street for demolition.
3. Moose Lodge - Chet Clear - 902 Stuart Dr., to barricade Warren Street between Winch and Maumee on September 26, 1981 from 7:00 a.m. to 10:00 p.m. PURPOSE: Picnic.

10. Received street cut applications: Approved and permits issued.

1st alley west of Anthony at Alliger -----Gen. Tel.
3313 Alpine ---NIPSCO
3920 Avondale ---C.U.
4825 Avondale ---
1824 Berkley ---NIPSCO
3216 Broadway (alley) ---Boyd Plumb.
Busche & State ---C.U.
5225 S. Calhoun --- "
N. Clinton 500' s/o U.S. 30 Bypass East side ---Gen. Tel.
3910 Coldwater Rd. ---C.U.
3928 Congress ---NIPSCO
Creighton & Calhoun ---C.U.
806 Donnell ---NIPSCO
Fairfield - 18 cuts c/l --- "
1st alley s/o Washington W/o Harrison ---Gen. Tel.
Huffman & Steup ---C.U.
1239 Illsley ---NIPSCO

Independence Dr. & Charleston Place Intersection --- NIPSCO
Indiana & Illsley --- C.U.
512 Inwood --- NIPSCO
2200 Lafontain --- "
2028 Legoma --- C.U.
5003 Hoagland --- NIPSCO
1314 Lumbard --- "
1309 McCulloch --- HIpskind Asph.
McKinley S/o Whitmore to 30' s/o Kelsey --- NIPSCO
2115 W. Main --- "
2219 Oliver --- C.U.
Pettit at 4901 S. Lafayette --- NIPSCO
3603 Plaza --- C.U.
St. Martins at Warsaw --- "
2300 blk. Sherman --- "
715 Snowfall Rd. --- NIPSCO
102 & 130 W. Superior --- "
460 E. Taber --- C.U.
Taylor St. (2) c/l --- NIPSCO
Along west side of Turpie from Trentman no. 165' --- "
3604 Vance --- C.U.
Warsaw & Maplegrove --- "
1233 Wefel --- NIPSCO
1302 W. Wildwood --- "
3501 Winter --- "
4100 Woodstock --- C.U.
Countess & Lofton (prkstrp -2) --- NIPSCO
Dewald & Harrison --- "
1309 McCulloch (alley) --- "
808 Madison (alley) --- "
1930 Oakland --- "
1924 Reidmiller --- "
Rudisill & Robinwood --- "
519 E. Suttenfield --- "

11.	Received request for permission to hold a parade by the Fort Wayne Women's Bureau, 203 W. Wayne Street, on Sunday, September 27, 1981 from 9:00 a.m. to 10:00 a.m. Route to be traveled: Te-Cum-Wah going North, West at North Washington Rd. across Ardmore, East on Taylor then North on Catalpa, West on Beadell and return to Te-Cum-Wah Park. PURPOSE: 5 K Run.	Approved and permit issued.
12.	Received petition for the repair of front curb in front of the address 3813 South Wayne Avenue.	Approved. Ordered Street Engineering Department to investigate and report. Board Order 99-81.
13.	Received invoice of North Eastern Construction Company, Inc. in the amount of $4,106.23 approved by Water Engineering Department for Water Contract No. 80-XP-1 - Ley Road Water Main Extension.	Approved. Ordered City Utilities to pay invoice form the Water Utility Fund.
14.	Received request from Water Engineering Department to install two fire hydrants along the Kinsmoor Avenue between Brooklyn Avenue and Vesey Avenue. This is request from Riverview Terrace Association thru Community Development and Planning.	Approved. Board Order 100-81 issued.

15.	RESOLUTION NO, 71-54-15 WHEREAS, MEADOW GOLD DAIRIES AND CONRAIL RAILROAD have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of a public alley situated in Fort Wayne, Allen County, Indiana, to-wit: The East-West alley located south of Baker Street; east of Fairfield Avenue and north of the Penn-Central Railroad.	Approved.
16.	Received agreement between the City of Fort Wayne and the Fort Wayne Community Schools for the planned reconstruction of State Boulevard from Reed Road to Lahmeyer Road.	Approved. A true copy is incorporated herein.
17.	Received inspection report from the Water Engineering Department and Completion Affidavit of NorthEastern Construction Company, Inc. and Performance andGuaranty Bonds in the amount of $31,864.40 signed by American States Insurance Company for Water Contract 80-XP-1 for Water Main on Ley Road between Merchandise Drive and Industrial Road.	Approved. Ordered acceptance letter written.
18.	Received Acceptance Agreement for New Equipment and Material for Water Pollution Control Plant Expansion - Division I - recommended by Howard Needles Tammen & Bergendoff (Steeg Division) and Director of Department of Water Resources	Accepted.

*	Possession -Feb. 1, 1978
**	" Sept. 5, 197
***	" May 1, 1980
****	" June 1, 1980

* a. Section D11, Item 18 --- Digestion Tank Cover Indicator by Envirex.
* b. Section D11, Item 24 -- Wallace & Tiernan Chlorinaction Equipment (except Chlorine Evaporator Starters).
* c. Section D11, Item 25 -- Air Compressors by DeVilbiss.
* d. Section D11, Item 26 -- Chlorine Analyzer by Fischer and Porter
* e. Section D26 -- Digester Cover Modifications by Envirex.
* f. Section D11, Item 51 -- Sump Pumps by Hydromatic & Weil.
* g. Section D11, Item 43 -- Pond Dewatering Pump by Flygt.
* h. Section D11, Item 40 -- Automatic Samplers by N-CON.
* i. Section D11, Item 39 -- Pressure Gauges by "DURO".
* * j. Section D11, Item 28 -- Y Strainers by Sarco.
*** k. Section D11, Item 60 -- Lime Sludge Air Header and Diffusers by Sanitaire.
**** l. Section D11, Item 48 -- Moisture Sensor by Foxboro.
**** m. Section D11, Item 16 -- High Pressure Gas Holder by Riley-Beard, Inc.
**** n. Section D11, Item 5 -- Engine Blower Enclosure
**** o. Section D11, Item 21 -- Secondary Effluent Flow Transmitters by Fischer and Porter.

19.	Received inspection report from the Water Engineering Department for Water Contract 7811 - SHANNONSIDE, SECTION II, PHASE III. Completion Affidavit filed by H.G. Kleeman Enterprises, Inc. Maintenance Bond in the amount of $9,321.00 signed by Indiana Insurance Company of Indiana.	Approved. Ordered acceptance letter written.
20.	Received inspection report from the Water Engineering Department for Water Contract 7905 - Shoaff Park River Estates, Section C. Maintenance Bond in the amount of $1,755.75 signed by International Fidelity Insurance Company is on file.	Approved. Ordered acceptance letter written.
21.	Received request from NIPSCO, 1501 Hale, for permission to barricade alley behind 7 - 11 - first alley east of St. Joe Blvd. running N & S and crossing Tennessee on 9/4/81 thru 9/11/81 at all times. PURPOSE: Replace lines with sewer project.	Approved and permit issued.
22.	Received a request from Richard Ness Excavating, & Trucking, Huntington, Indiana, for permission to barricade Northridge and Getz and Northridge and South Bend - Bellaire and Getz and U.S.24 on September 14 thru 21, 1981 at all times. PURPOSE: Install sanitary sewer Res. 345-80.	Approved and permit issued.
23.	Received a request from Madias - Volan, Inc. , 130 W. Wayne, for permission to barricade on 9/5/81 and 9/16/81 from 9:00 a.m. to 3:00 p.m. Washington at Clinton - closing one lane at a time. PURPOSE: Painting crosswalk for One Summit Square.	Approved and permit issued.
24.	Received request from NIPSCO, 1501 Hale, for permission to barricade 2200 block S. Calhoun on east side on 9/14 thru 9/16/81 around the clock. PURPOSE: Install gas mains.	Approved and permit issued.

Meeting adjourned at 10:40 a.m.

Robert Anderson Slater

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

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Wednesday, September 9, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

	T.W. LATCHEM, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	T. W. Latchem, R. A. Stat B. R. Collins Sandra Kennedy
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Fina
3.	Received private sidewalk applications: 400 block Calhoun --------------Prime Const., Inc. 435 Dalgren --------------------Furman Steury 2710 E. State ------------------Simerman Const.	Approved and permits issue
4.	Received driveway applications: 3801 S. Calhoun /Clinton Ct. ----Lengacher Const. 429 Dalgren ---------------------Furman Steury 2914 Drexel ---------------------Julie Shelton 4921 Indiana --------------------Lebrato Bros. 4207 E. State -------------------Hipskind Asphalt 1021 Swinney --------------------Hawk Const.	Approved and permits issue
5.	RECEIVE BIDS: Street Lighting Resolution No. 154-81 for lighting East Rudisill Boulevard from Lafayette Street to South Anthony Boulevard: T & F CONST. CORP. --- $38,665.80 T & G EXCAVATING, INC. --- 35,777.54 WEIKEL LINE COMPANY --- 35,380.34	Referred to the Street Lighting Engineering Depar for tabulation and report. Award contract on Wednesda September 16, 1981 at 9 a.
6.	RECEIVE BIDS: Curb and Sidewalk Resolution No. 5921-81 to construct new sidewalks where needed on the following streets as specified - REED STREET, ROBINWOOD DRIVE AND BOWSER AVENUE - known as OXFORD NEIGHBORHOOD, PHASE VI-C: L. W. DAILEY, INC. --- $ 45,444.75 GATEWAY CONST. CO. --- 36,691.50 RIETH-RILEY CONST. CO. --- 37,855.00 T & F CONST. CORP. --- 56,276.00	Referred to the Street Engineering Department for tabulation and report. Award contract on Wednesda September 16, 1981 at 9 a.

7. RECEIVE BIDS:

Water Contract No. 81-XP-1 for furnishing all materials, labor, equipment, tools, etc. necessary to install a 16" water main, including all necessary fittings on AIRPORT DRIVE from an existing 16" water main 2200 ± feet south of Baer Field Thruway, southward 819 ± feet:

ALL STAR CONST.	---	$29,105.25
BROOKS CONST. CO.	---	24,251.35
BUTLER & BUTLER	---	29,725.00
LENGACHER EXCAVATING	---	24,933.20
SCHEIDLEMAN EXCAVATING	---	22,679.78
T & G EXCAVATING	---	23,898.69

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, September 16, 1981 at 9:00 a.m.

8. Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 147-80-001 - ORNAMENTAL LIGHTING FOR CRESTWOOD COLONY ADDITION.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment September 18 and 25, 1981.

Hearing on Confirmation of Assessment Roll Thursday, October 8, 1981 at 3:30 p.m.

Mail notices on September 25, 1981.

9. Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 147-80-002 - ORNAMENTAL LIGHTING FOR CRESTWOOD COLONY ADDITION.

Approved and Completion Affidavit filed.

Primary Assessment Roll approved.

Advertise Notice of Assessment September 18 and 25, 1981.

Hearing on Confirmation of Assessment Roll Thursday, October 8, 1981 at 3:30 p.m.

Mail notices on September 25, 1981.

10. Received Final Assessment Roll prepared by the Street Engineering Department for Curb, etc. Resolution No. 5877-80 - Forest Park from State to Dodge.

Approved.

Ordered sent to the Department of Finance.

11. Received Resolution No. 883-81 prepared by the Water Pollution Control Engineering Department for construction of storm relief sewer for EASTLAND GARDENS, SECTION A AND B - WOODLAND ACRES ADDITION STINSON'S FIRST SUBDIVISION.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners on September 11 and 18, 1981.

Hearing on Confirmation: Thursday, October 1, 1981 at 7:30 p.m..

Mail notices on September 18, 1981.

12.	Received invoice #3 of Gateway Construction Company in the amount of $23,725.58 approved by the Street Engineering Department for Resolution No. 5906-81 - LaREZ NEIGHBORHOOD IMPACT AREA, PHASE IV.	Approved and ordered paid by Community Development and Planning.
13.	Received invoice #1 of Hipskind Concrete Corporation in the amount of $26,983.04 approved by the Street Engineering Department covering Resolution No. 5903-81 - NORTHWEST CENTRAL PHASE V.	Approved and ordered paid by Community Development and Planning.
14.	Received invoice of Hipskind Asphalt Corp. in the amount of $6,940.00 approved by the Street Engineering Department covering work performed on Sheffield Drive and Upper Huntington Road Closure.	Approved and ordered paid from 402-128-129-01-4265.
15.	Received invoice in the amount of $7.34 (FINAL) of Indiana Department of Highways on Project HHS-6002 (2) covering project of BLUFFTON ROAD / ENGLE ROAD / St. Mary's. (City's portion).	Approved and ordered invoice paid from Local Road and Street Account 402-138-338-17-4265.
16.	Received Change Order #1 of L. W. Dailey, Inc. in the amount of $13,633.80 approved by the Street Engineering Department covering Resolution No. 5900-81 - HANNA-CREIGHTON NEIGHBORHOOD, PHASE V.	Approved and ordered sent to the Common Council on Tuesday, September 22, 1981 at 8 p.m.
17.	Received petition for the replacing of sidewalk portion at 4122 Indian Hills Drive.	Approved. Ordered Street Engineering Department to investigate and report. Board Order No. 102-81.
18.	Received Contract, Guaranty and Liability Bonds of Gateway Construction Company in the amount of $35,142.50 prepared by the Street Engineering Department covering Resolution No. 5917-81 for WEST CENTRAL NEIGHBORHOOD, PHASE VII.	Approved and ordered sent to the Common Council on Tuesday, September 22, 1981 at 8:00 p.m.
19.	Received Agreement by and between State of Indiana, through the Indiana Department of Highways and the Local Public Agency for STATE - LOCAL PUBLIC AGENCY AGREEMENT - Construction and Construction Engineering for Federal Aid PROJECTS. PROJECT No. M-F072 (1) Hobson Road from U.S. 30 bypass to S.R. 37 in the City of Fort Wayne.	Approved. A true copy is incorporated herein.
20.	Received request from Lincoln Life Insurance Company for permission to barricade around the clock on September 11 thru September 18, 1981 to remove north three meters on East Side of So. Harrison in the front of Lincoln Life. PURPOSE: Replacing and rerouting pedestiran traffic.	Approved and permit issued.

21.	Received a request from DVT - Robert Wagner, 5425 Industrial Rd., for permission to barricade on Sept. 11, 1981 from 8:00 a.m. to 3:00 p.m. Barr between Jefferson and Washington. PURPOSE: Crossing street with new water line.	Approved and permit issued.
22.	Received a request from Donna Belch, 2108 Kensington, for permission to barricade Kensington between State and Forest on Sept. 13, 1981 from 12 Noon to 11 p.m. PURPOSE: Block party.	Approved and permit issued.
23.	Received a request from Ann Colwell - Grace United Methodist Christ Church, 4120 S. Webster, for permission to barricade Webster from Branning to Lexington on Sept. 19, 1981 from 2:30 p.m. to 7:00 p.m. PURPOSE: Ice cream social.	Approved and permit issued.
24.	Received a request from William A. Snaufer, 1306 W. Branning, for permission to barricade September 12, 1981 from 2:00 p.m. to 9:00 p.m. - corner of West Branning and Old Mill Road on Branning. PURPOSE: Block party,	Approved and permit issued.
25.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $1, 637.78 approved by the Traffic Engineering Department for professional services per Engineering Agreement dated April 8, 1981 and letter of authorization dated April 27, 1981 - for services from 4-27-81 thru 7-4-81.	Approved and ordered paid from LRS Account 402-138-338-11-4265.
26.	Received petition for installation of water main extension on Wayne Trace and Tillman Road.	Approved. Ordered Water Engineering Department to investigate and report. Board Order No. 105-81.
27.	Received primary assessment roll prepared by the Street Engineering Department for Curb & Sidewalk Resolution No. 5899-81 for the installation on Kensington Blvd. from north property line of Lake to south property line of State Blvd.	Approved. Ordered Notice of Assessment advertised on Sept. 11 and 18, 1981. Hearing on Confirmation of Assessment Roll Thursday, October 1, 1981 at 3:30 p.m. - Mail notices 9/18/81.

Meeting adjourned at 10:35 a.m.

Robert Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Thursday, September 10, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 10:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. LATCHEM, R.A. STATEN,
B.R. COLLINS
Sandra Kennedy

1. RECEIVE BIDS: (Rebid)

For the collection, removal and disposal of Solid Waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc.

Referred to the Garbage Committee for tabulation and report.

Award contract on Monday, September 14, 1981 at 10:00 a.m.

PROPOSITION NO. 1

Cost Adj. Option	ZONE NO. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4
INDIANA WASTE SYSTEMS, INC.				
No. 1	2,598,200.	878,500.	878,500.	878,500.
2	2,445,800	826,900	826,900	826,900
3	3,860,000	1,297,800	1,297,800	1,297,800
4	2,445,800	826,900	826,900	826,900
5	2,372,600	802,300	802,300	802,300
SCA SERVICES, INC.				
No. 1	1,800,938	637,775	542,613	646,510
2	1,777,625	629,828	537,168	638,404
3	2,203,089	774,867	655,128	788,378
4	2,313,827	812,617	689,608	824,858
5	1,771,797	627,841	535,354	636,377
NATIONAL SERV-ALL, INC.				
No. 1	1,868.938	680,781	542,553	686,056
2	1,777,625	642,360	511,597	645,746
3	2,203,089	830,812	664,056	843,468
4	2,313,827	658,355	524,536	662,526
5	1,771,797	623,585	496,408	626,046
THETA SYSTEMS,INC.				
No. 1	2,010,756			
2	2,010,756			
3	2,010,756			
4	2,010,756			
5	2,010,756			

PROPOSITION No. 2

ZONE #1

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	3.17	2.79	2.83	3.35
2	2.99	2.63	2.89	3.35
3	4.71	3.44	3.52	3.35
4	2.99	2.69	3.71	3.35
5	2.90	2.55	2.88	3.35

ZONE #2

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	3.22	2.93	2.95	---
2	3.03	2.76	3.01	
3	4.76	3.61	3.64	
4	3.03	2.82	3.83	
5	2.94	2.68	3.00	

ZONE #3

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	3.22	2.59	2.73	
2	3.03	2.44	2.72	
3	4.76	3.20	3.35	
4	3.03	2.50	3.54	
5	2.94	2.37	2.69	

ZONE #4

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	3.22	3.01	2.93	---
2	3.03	2.84	2.99	
3	4.76	3.72	3.62	
4	3.03	2.91	3.81	
5	2.94	2.75	2.98	

PROPOSITION NO. 3

ZONE #1

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	4.33	3.11	3.09	3.35
2	4.08	2.93	3.05	3.35
3	6.62	3.83	3.78	3.35
4	4.08	2.99	3.97	3.35
5	3.96	2.84	3.04	3.35

ZONE #2

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	4.33	3.26	3.21	---
2	4.08	3.08	3.17	
3	6.40	4.02	3.90	
4	4.08	3.14	4.09	
5	3.96	2.98	3.16	

ZONE #3

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	4.33	2.89	2.99	---
2	4.08	2.72	2.96	
3	6.40	3.56	3.61	
4	4.08	2.78	3.80	
5	3.96	2.64	1.95	

ZONE #4

	Ind. Waste	Nat. Serv.	SCA	Theta
No. 1	4.33	3.36	3.19	---
2	4.08	3.16	3.15	
3	6.40	4.14	3.89	
4	4.08	3.23	4.07	
5	3.96	3.07	3.14	

Meeting adjourned at 11:00 a.m.

Robert Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

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Monday, September 14, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 10:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B. R. Collins
Sandra Kennedy

1. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Garbage Committee for the collection, removal and disposal of Solid Waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc.

Award Contract for Garbage to National Serv-All with the low bid of $1,803,785.00 Proposition #1, option #4; low bid of $2,69 Proposition #2; and low bid of $2.99 for Proposit
#3 subject to councilmanic approva

Ordered the Garbage Committee to prepare contract and necessary documents.

Meeting adjourned at 10:15 a.m.

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Tuesday, September 15, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 2:00 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS Sandra W. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B. R. Collins Sandra W. Kennedy
1. Received Solid Waste Contract of National Serv-All, Inc. prepared by the Garbage Committee for collection, transportation and disposal of Solid Wastes in incorporate limits of Fort Wayne, Indiana: PROPOSITION #1 (option #4) --- $1,803,785.00 PROPOSITION #2 (option #4) --- 2.69 PROPOSITION #3 (option #4) --- 2.99 Term of contract is January 1, 1982 through December 31, 1987, with an option to renew with the approval of all contracting parties for a period not to exceed one year conforming with the same terms and conditions established with this initial contract.	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, September 15, 1981 at 8 p.m.

Meeting adjourned at 2:30 p.m.

Robert Anderson Staten

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

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Wednesday, September 16, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten B.R. Collins Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to t Department of Finance.
3. AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 154-81 to light East Rudisill Boulevard from Lafayette Street to South Anthony Boulevard.	AWARD contract to Weikel Line Company at and for their bid i the amount of $35,380.34 subject to councilmanic approval. Ordered the Street Lighting Engineering Department to prepare contract.
4. AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Sidewalk Resolution No. 5921-81 for constructing new sidewalks where needed on Reed Street, Robinwood Drive and Bowser Avenue. Also known as OXFORD NEIGHBORHOOD, PHASE VI-C. City Paid.	AWARD contract to Gateway Cons Company at and for their bid i the amount of $36,691.50 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract.
5. AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract 81-XP-1 for Airport Drive Feeder Main to serve TECO, INC.	AWARD contract to Scheidleman Excavating Company at and for their bid in the amount of $22,679.78 subject to councilmanic approval. Ordered the Water Engineering Department to prepare contract.

6. Received street cut applications: Approved and permits issued.

741 Abbott (alley) --- NIPSCO
1000 Barr --- Tim Evans Backhoe
1618 E. Berry (2) --- L.I. Griffin
Broadway S/Jefferson --- C.U.
3801 S. Calhoun (alley) --- NIPSCO
Calhoun at Butler --- C.U.
2602 S. Calhoun --- "
So. c/l of Channel Pl in
east c/l of Stonecreck Tr.--- NIPSCO
Countess & Lofton Way (3) --- "
4633 Crestwood (parkstrip) --- C.U.
2618 Darlene --- "
5930 E. Shore Dr. --- NIPSCO
2307 Euclid (alley) --- "
2530 Euclid (alley) --- "
2105 Freeman --- C.U.
2242 Goshen Rd. (2) --- "
1830 High --- NIPSCO
2812 Hoagland (prkstrp) --- C.U.
Illinois Rd. (5) --- NIPSCO
2825 John on McKee --- "
4423 Kenilworth --- C.U.
1018 Kinnaird (2) --- "
6234 Kiwanis Dr. --- NIPSCO
W. Lewis --- "
826 Madison (alley) --- "
501 Marston --- C.U.
1104 Maumee --- "
2110 Meridian --- NIPSCO
3604 S. Monroe --- "
1930 Oakland --- "
2527 Ormsby --- "
2226 E. Paulding --- "
3117 Plaza (alley) --- "
2717 Radcliff --- "
3204 Reed (alley) --- "
Reynolds & Birchwood (prkstrp) --- C.U.
800 - 900 Ridgewood --- Mid America Corp.
1528 St. Mary's --- R.W. Kain, Inc.
4622 S. Park --- NIPSCO
4329 Tacoma --- C.U.
1404 Trick --- "
1221 Tulip --- "
2534 Warsaw --- NIPSCO
1000 - 1200 Blk. S. Webster
200 - 300 blk. W. Douglas --- "
2821 Winter (prkstrp) --- C.U.
Wood Rim Run, Aurora Knoll Lane,
Ridgemont Dr., Larch Lane --- F.W. Cablevision
Barr & Superior --- NIPSCO
1618 E. Berry --- "
5005 Buell Dr. (a-ley) --- "
2528 Caroline --- "
202 E. Crown --- "
5026 Christoffer Lane --- "
1018 Dearborn (alley) --- "
323 E. Dewald --- "
1418 Fletcher --- "
2701 Lillie --- "
214 E. Leith --- "
Martin & Hendricks --- "
S/E cor. Oxford & Plaza --- "
Plaza & Oxford --- "
1528 St. Marys --- "
3915 Winter --- "
427 W. Washington (alley) --- "

7. Received private sidewalk applications: Approved and permit issued.

1623 Channel Place ---------------Fisher Builder
1324 Charlotte ---Tom Hartman
1300 S. Harrison ---Robt. Crosby
4207 Lake Ave. ---Dennis Gunder

8.	Received driveway applications: 5180 Bluffton ---------Dailey Asphalt 400 S. Calhoun ---------Prime Const. 1623 Channel Place ----Fisher Bldrs. 6234 Kiwanis Dr. ------Rasler Const. 4712 Lafayette Esplanade --Ned Keener 4207 Lake ------------ Lyndon Gunder 1935 Lynn ------------ John Manecke 5016 Nassau ---------- Ron Hoot Const. 320 W. Sherwood Terrace --- Simerman Const. 2710 E. State ------------- Simerman Const.	Approved and permits issued.
9.	Received invoice #31 of Hagerman/Shambaugh, joint bidders, in the amount of $60,692.65 prepared by McNamee, Porter and Seeley, Consulting Engineers, for Contract No. 77-W-2 - WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved. Ordered City Utilities to pay invoice in the amount of $60,692.65. Also ordered the amount of $3,194.35 to be paid to Hagerman-Shambaugh Escrow Account at Fort Wayne National Bank. Payments are to be made from Water Utility Fund.
10.	Received contract, Guaranty and Liability Bonds of Dailey Asphalt Products Co., Inc. in the amount of $47,209.05 prepared by the Street Engineering Department signed by St. Paul Fire and Marine Insurance Company for Resolution No. 5918-81 for restoring and resurfacing as designated Thieme Dr., Berry St., Broadway and Main Street.	Approved. Ordered sent to the Common Council on Tuesday, September 22, 1981 at 8 p.m.
11.	Received petition for relief in the dispute of drainage rights in area known as Wayne Haven Addition - area of Sheridan Road and Idlewood Drive.	Approved. Ordered the Water Pollution Control Engineering Department to investigate and report. Board Order 106-81 issued.
12.	Received invoice 78-08-310-01-36 of Howard, Needles, Tammen & Bergendoff in the amount of $3,478.99 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980: Article 1A - Construction Engineering. Billing in accordance with Article 3.	Approved and ordered paid by City Utilities. Payment is to be made from Water Pollution Control Utility Fund.
13.	Received invoice #2 of Gateway Construction Company in the amount of $55,091.03 approved by the Street Engineering Department covering project Resolution No. 5909-81 - Oxford Phase VI -A.	Approved and ordered paid by Community Development and Planning.
14.	Received invoice of Rieth-Riley Const. Company in the amount of $31,820.65 approved by the Street Engineering Department covering Resolution No. 5902-81 - Nebraska Neighborhood, Phase VI.	Approved and ordered paid by Community Development and Planning.

15.	RESOLUTION NO. 71-67-15 WHEREAS, Jeffery Clark and Kent Woodfill have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne Allen County, to-wit: The alley bounded by lots 12, 13, 14 and the West 30 feet of Lot 15 of Block 3 in Williams-Woodland Park Addition.	Approved.
16.	Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Hipskind Asphalt Corporation with Maintenance Bond in the amount of $2,750 signed by Trinity Universal Insurance Company for Erie Haven Sanitary Sewer.	Approved. Ordered acceptance letter written.
17.	Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of Shambaugh & Son, Inc. for CALHOUN AND DOUGLAS SANI. SEWER. Due to lapse in time since the actual installation of sewer, Maintenance Bond requirement is waived.	Approved. Ordered acceptance letter written.
19.	RE: RESOLUTION NO. 5922-81 Broadway, Div. II On September 2, 1981 contract for Resolution No. 5922-81 - DIVISION II was awarded to Siebold-Price in the amount of $20,525.00. Based on further investigation, Board now awards the contract to T & F Construction Company, the low bidder, in the amount of $18,948.00. Board has been assured by T & F Construction Company that trees will meet specifications.	Approved. Ordered contract prepared.
20.	Received Contract, Guaranty and Liability Bonds of Brooks Construction Company, Inc. in the amount of $278,237.03 prepared by Community Development and Planning signed by American States Insurance Company for Curb, Sidewalk, Street, Land and Traffic Signals Resolution No. 5922-81 for DIVISION I.	Approved. Ordered sent to the Common Council on Tuesday, October 13, 1981 at 8 p.m.
21.	Received Quit-Claim Deed and Corporate Deed whereby DIVERSIFIED UTILITIES, INC. conveys to City of Fort Wayne, Indiana - re: purchase of INBALCO properties North of Maumee River and East of St. Joe River. Quit-Claim Deed: 81-018839 Corporate Deed: 81-018843	Approved. A true copy is incorporated herein.
22.	Received Quit-Claim Deed and Corporate Deed whereby MAPLEWOOD PARK UTILITIES, INC. conveys to the City of Fort Wayne, Indiana - re: purchase of INBALCO properties North of Maumee River and East of St. Joe River. Quit-Claim Deed: 81-018840 Corporate Deed: 81-018844	Approved. A true copy is incorporated herein.

23. Received Quit-Claim Deed and Corporate Deed whereby PURITAN UTILITIES, INC. conveys to the City of Fort Wayne, Indiana,
Re: purchase of INBALCO properties North of Maumee River and East of St. Joe River.
Quit-Claim Deed: 81-018842
Corporate Deed: 81-018841

Approved.

A true copy is incorporated herein.

Meeting adjourned at 10:35 a.m.

ATTEST:

Sandra E. Kennedy
Clerk

Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, September 17, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 4:15 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Board of Works deems it necessary to rescind and withdraw the garbage contract and all addenda thereto originally awarded to National Serv-All on September 14, 1981 and signed on September 15, 1981 because:

   The contract originally was awarded on the basis of a material mistake due to a programming error. Error incorrectly depicted National Serval-All to be the lowest bidder when in fact SCA Services of Indiana, Inc. is the lowest bidder by approximately $17,000 on a six year cost projection of all bids received.

RESCIND and withdraw garbage contract awarded to National Serv-All on Monday, September 14, 1981.

2. Board of Works hereby awards the garbage contract to SCA Services of Indiana, Inc. Under cost OPTION #1 which is for residential dwellings Proposition I - $1,800,938 for multi-family dwellings Proposition II - $2.83, for annexation units Proposition III - $3.09. The award is hereby made on the basis that our review indicates that SCA Services of Indiana, Inc. is the lowest and best bidder from all bids received.

Contract awarded to SCA Services of Indiana, Inc.

Ordered Garbage Committee to prepare contract.

Meeting adjourned at 4:30 P.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert Anderson Staten

Betty R Collins
BOARD OF PUBLIC WORKS

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Friday, September 18, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 10:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received Solid Waste Contract of SCA Services of Indiana, Inc. prepared by the Garbage Committee for collection, transportation and disposal of Solid Wastes in incorporate limits of Fort Wayne, Indiana:

Under cost OPTION #1 which is for residential dwellings Proposition I - $1,800,938 for multi-family dwellings Proposition II - $2.83, for annexation units Proposition III - $3.09.

Term of contract is January 1, 1982 through December 31, 1987, with an option to renew with the approval of all contracting parties for a period not to exceed one year conforming with the same terms and conditions established with this initial contract.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, September 22, 1981 at 8:00 p.m

Meeting adjourned at 10:30 a.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
XXClerk

Wednesday, September 23, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B. R. Collins
Sandra E. Kennedy, Clerk

1. Received purchase orders from the Auditor of City Utilities.

   Approve.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

   Approved and permits issued.

2206 Brown -------------------Bradbury Enterprises
2231 - 2235 Brown -----------Tomei Const.
2424 Fairfield --------------Tomei Const.
333 W. Fleming --------------Simerman Const.
1935 Lynn Ave. --------------Menno Zehr
409 W. Sherwood -------------Simerman Const.

4. Received driveway applications:

   Approved and permits issued.

333 W. Fleming ----------------Simerman Const.
413 W. Sherwood Terrace -------Simerman Const.
4444 Trierwood Park Dr. ------Dave McHenry

5. Received street cut applications:

   Approved and permits issued.

5220 Archwood Lane --- NIPSCO
6332 Chaddsford --- C.U.
3915 S. Clinton --- NIPSCO
5221 Covington --- C.U.
1520 E. Creighton --- NIPSCO
1117 Division --- "
6228 Dowington --- "
2917 Euclid (alley) --- "
Hanna, Fairfax, Philley,
    Wilson & Elmrow --- "
2806 Fairoak --- "
1418 Fletcher --- "
920 Francis --- "
2518 Gay --- "
816 & 820 Hanover --- "
1014 Irene --- "
2725 Kenwood --- "
3510 Kirkland Lane --- "
2434 Lillie (alley) --- "
5623 Monarch Park --- "
6922 Ordway --- D & M Mech.
3148 Parnell --- C.U.
4631 Pinecrest --- NIPSCO
3704 E. Rudisill --- "
3115 U. St. Joe Center Rd.--- "

1528 St. Marys --- C.U.
St. Marys, Oakland, Huffman, Alley north of Huffman & Andrew (34) --- NIPSCO
7017 S. Anthony --- "
822 Huffman --- "
2005 Spring --- C.U.
1901 W. State --- NIPSCO
Tecumseh - north and south of Tennessee --- "
Washington & Barr --- "
(alley) s/o Wayne and e/o Calhoun --- I & M Elec.
2725 Weisser Park --- NIPSCO
Werling Dr. & Willoughby Pl --- C.U.
4217 Winter --- NIPSCO
1014 Woodview --- "
S/side Goshen N/o Butler Rd. --- "
416 W. Third --- "
Calhoun bet. Jeff & Lewis --- "
McKinnie & Hessen Cassel --- "
1023 E. Wayne --- "
5221 Covington Rd. --- "
4414 Lillie --- "
1615 Miland --- "

6. Received the following partial payments approved by the Water Pollution Control Engineeri Department for Sewer Projects: ST. JOE STUDY AREA - C-180599

(a)	ROCCO FERRERA & CO., INC. Estimate #5 Resolution 310-80, Phase I	522,017.88	32,178.36	Lincoln Bank
(b)	BUSCH, INC. Estimate #5 - Resolution No. 310-80, Phase II	34,147.75	000	
(c)	JOE R. NORMAN - Estimate #8 Sewer Res. 310-80, Phase III	37,240.14	000	
(d)	ROCCO FERRERA & CO., INC. Estimate #8 Resolution No. 310-80, Phase IV	119,560.13	000	
(e)	L. W. DAILEY, INC. Estimate #5 Resolution No. 311-80	34,738.54	3,859.83	Indiana Bank
(f)	WEITZEL CONST. CO. Estimate #8 Resolution No. 312-80	71,269.90	000	
(g)	EARTH CONST. & ENGR., INC. Estimate #8 Resolution No. 313-80	20,768.67	000	
(h)	EARTH CONST. & ENGR., INC. Estimate #7 Resolution No. 314-80	79,640.60	000	
(i)	EARTH CONST. & ENGR., INC. Estimate #7 Resolution No. 315-80	8,737.50	000	
(j)	EARTH CONST. & ENGR., INC. Estimate #4 Resolution No. 316-80	1,038.45	000	
(k)	JOHN HARTMAN CONST., INC. Estimate #4 Resolution No. 317-80	37,631.70	000	
(l)	EARTH CONST. & ENGR., INC. Estimate #4 Resolution No. 318-80	6,876.10	000	
(m)	T & G EXCAVATING, INC. Estimate #5 Resolution No. 321-80	2,242.00	000	

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

7. Received the following partial payments approved by the Water Pollution Control Engineering Department for sewer projects: SPY RUN STUDY AREA C-180599-07

		INVOICE:	ESCROW:	BANK:
(a)	WAYNESFIELD CONSTRUCTION for estimate #8 - Sewer Res. No. 323-80	27,455.00	000	
(b)	BERCOT, INC. for estimate #4 for Resolution No. 324-80	109,836.66	3,916.26	Indiana Bank
(c)	BERCOT, INC. for estimate #3 for Resolution No. 326-80	15,570.90	000	
(d)	GROUND SERVICES, INC. for estimate #7 for Sewer Res. No. 328-80	11,452.58	1,272.50	Peoples Trust Bank
(e)	SCHEIDLEMAN EXCAVATING, INC. for estimate #5 for Sewer Res. 329-80	64,018.95	7,113.22	Lincoln Nat. Bank

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

8. Received the following partial payments approved by the Water Pollution Control Engineering Department for sewer projects: NORTH MAUMEE STUDY AREA C-180599-08

		INVOICE:	ESCROW:	BANK:
(a)	ROCCO FERRERA & CO., INC. for estimate #5 Sewer Res. 330-80, Phase I	46,384.31	000	
(b)	JOHN DEHNER, INC. for estimate #6 for Sewer Res. 330-80, Phase II	157,803.32	8,250.70	Anthony Wayne
(c)	BUSCH, INC. for estimate #4 for Sewer Res. No. 331-80	6,050.00	000	
(d)	BUSCH, INC. for estimate #5 for Res. No. 332-80	15,492.50	000	
(e)	JOHN DEHNER, INC. for estimate #1 for Sewer Res. 333-80	13,089.16	1,454.35	Anthony Wayne
(f)	BUSCH, INC. for estimate #2 for Sewer Res. 334-80	143,558.02	000	
(g)	JOHN DEHNER, INC. for estimate #2 for Sewer Res. No. 335-80	95,255.28	10,583.92	Anthony Wayne
(h)	JOHN DEHNER, INC. for estimate #6 for Res. No. 336-80	47,191.97	000	
(i)	JOHN DEHNER, INC. for estimate #5 for Sewer Res. No. 337-80	50,247.50	000	

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

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9. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH STUDY AREA C-180599-09

	INVOICE:	ESCROW:	BANK
(a) WINZELER EXCAVATING, INC. for estimate #2 for Sewer Res. 341-80	141,053.47	15,672.60	Lincoln Bank
(b) WINZELER EXCAVATING, INC. for estimate #3 for Res. No. 342-80	221,595.91	34,489.07	Lincoln Bank
(c) NESS EXCAVATING, INC. for estimate #5 for Sewer Res. 345-80	65,466.32	7,274.03	Lincoln Bank
(d) WINZELER EXCAVATING, INC. for estimate #4 for Sewer Res. No. 348-80	61,230.29	15,794.62	Lincoln Bank
(e) WINZELER EXCAVATING, INC. for estimate #3 for Sewer Res. No. 351-80	8,246.24	943.25	Lincoln Bank

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

10. Received Quit-Claim Deed whereby the City of Fort Wayne, Indiana, through its Board of Public Works releases and quit-claims to Charlotte L. Curdes:

The west .5 feet of the East 30.5 feet of Lot #2, McCulloch's Sub. to the Ciyt of Fort Wayne.

Approved.

A copy is on file in the Board of Public Works.

11. Received Contract of T & F Construction Corp. in the amount of $27,658.00 prepared by Community Development and Planning for Resolution NO. 5922-81 for Division II and Divisiion III - Broadway Streetscape Project.

Approved.

Ordered sent to the Common Council on Tuesday, October 13, 1981 at 8:00 p.m.

12. Received final plans, estimate and specifications recommended by the Water Engineering Department for Water Main Contract 81-XP-2 for McARTHUR - INDIANAPOLIS ROAD.

Approved and adopted.

Advertise Notice to Contractors on September 25 and October 2, 19

Receive bids on Wednesday, October 7, 1981 at 9 a.m.

Ordered the Water Engineering Department to prepare bid documents.

13. Received request to waive area connection fees in the amount of $672.00 due from 2.5 + acres area of Air Wisconsin - BAER FIELD WEST AND KELLER ROAD SANITARY SEWER.

Approved.

Authorized New Water and Sewer Service to waive connection fees.

14. Received Warranty Deed whereby Floyd N. Hood and Patricia J. Hood convey and warrant to the City of Fort Wayne, Indiana, Lot #204 Lewis Addition. (Property adjacent to Water Maintenance Department - WALLACE STREET).	Approved. A true copy is incorporated herein.
15. Received Improvement Resolution No. 5910-81, final plans, estimate and specifications for construction of partial street, driveway approach and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue Intersection (27' x 48'), prepared by the Street Engineering Department.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on October 2 and October 9, 1981. Receive bids on Wednesday, October 14, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
16. Received invoice of Bonar & Assoc., Inc. in the amount of $3,000.00 approved by the Director of Transportation and Street Engineering Department for environmental services on State Boulevard in accordance with agreement dated July 3, 1980.	Approved and ordered paid from LRS Account 402-138-338-21-4265.
17. Received Street Lighting Resolution No. 156-81 - WEST CENTRAL AREA, Phase B - final plans, estimate and specifications prepared by the Street Lighting Engineering Department - Garden Street from Jefferson Street to Washington., Nelson Street from Jefferson Street to Berry Street, College Street from Jefferson Street to Berry Street, Rockhill Street from Jefferson to Washington and Berry to Main Street, Union Street from Jefferson Street to Washington and the first alley north of Berry Street to Main Street, Jackson Street from Jefferson Street to Main Street, Van Buren Street from Jefferson Street to Main Street. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on October 2, 1981 and October 9, 1981. Receive bids on Wednesday, October 14, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
18. Received invoice #20 of Moellering Construction Company, Inc. in the amount of $483.69 (City's 30% share) approved by Butler, Fairman and Seufert, Inc. and the Street Engineering Department for EWING - FAIRFIELD - WELLS STREET BRIDGE. Invoice covers period from November 8, 1979 to June 30, 1981.	Approved and ordered paid from LRS Account 402-138-338-03-4265.
19. Received petition for the installation of water main on Southdale Avenue from Anthony Boulevard to its terminus.	Approved. Ordered Water Engineering Department to investigate and report. Board Order 107-81 issued.
20. Pursuant to report from the City Utilities Auditiing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $2,920.96 and SEWER: $1,698.34. (total: $4,619.30)	Approved.

21. RESOLUTION NO. 71-76-21

WHEREAS, the Water Utility does assume the responsibility for the maintenance and operation of the water service line from the water main up to and including the curb stop, according to its General Rules and Regulations, Rule 10, page 11, approved June 3, 1981, and

WHEREAS, the Water Utility has attempted to reduce the installation expense for 3/4" to and including 2" water services by installing the tap only and permitting others to install the water service line from the water main to the curb stop, and

WHEREAS, this installation procedure has been permitted on a trial basis for several years, and

WHEREAS, the Water Utility has experienced, as a result of this procedure, both the installation of unacceptable materials and the lack of the submitted required records to operate and maintain these water service lines efficiently and effectively.

NOW, THEREFORE, BE IT RESOLVED, that effective immediately the practice of installing a water tap only be permanently discontinued and, henceforth, the Water Utility shall insta all water taps and service lines, 3/4" to and including 2" in size, from the water main up and including the curb stop.

Approved by the Board of Public Works of the City of Fort Wayne, Indiana on this 23 day of September, 1981.

Approved and adopted.
A true copy is incorporated herein.

22.	Received Grant of Sewer Easement as REDESCRIBED whereby Howard A. Nagelberg of Regency Park Trust grants and quit-claims to the City of Fort Wayne, sewer easement as redescribed clarifying the easement originally recorded as Deed Record 666, page 529. (REGENCY PARK APARTMENTS).	Approved. Copy is on file in the Board of Works.
23.	Received Easement Agreement whereby IRVING MALL, INC. and MAPLECREST ASSOCIATES do hereby grant and convey to City of Fort Wayne, Indiana, an easement 15 feet in width area of NORTHWOOD PARK SHOPPING CENTER.	Approved. Copy on file in the vault of Board of Public Works.

Meeting adjourned at 10:20 a.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, September 30, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. LATCHEM, R. A. STATEN, B.R. COLLINS Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received driveway applications: 6910 Peartree Lane ---------A. D. Delagrange 224 W. Sherwood Terr. ------Simerman Const. 2925 E. State --------------Lengacher Const. 1201 - 1205 Van Buren ------Brooks Const.	Approved and permits issued.
4. Received sidewalk applications: 2210 Brown ------------Bradbury Enterprises 2215 Fairfield ------- Paul Hoffman 202 W. Fleming ------- Simerman Const. 1019 Illsley --------- Simerman Const. 122, 215 and 409 W. Sherwood --- Simerman Const.	Approved and permits issued.
5. Received preliminary plans from the Water Pollution Control Engineering Department for correction of drainage rights in area known as Wayne Haven Addition in the area of Sheridan Road and Idlewood Drive.	Approved. Ordered Water Pollution Control Engineering Department to prepare final plans, etc.
6. Received petition for the installation of standard street lights in Summit Ridge Addition.	Approved. Ordered the Street Engineering Lighting Department to investigate and report. Board Order No. 108-81.
7. Received invoice of Simerman Construction Company, Inc. in the amount of $1,486.00 approved by the Street Engineering Department for Miscellaneous Projects (6700 Coldwater, 2240 Eastbrook, NW cor. Hike & Shell, 3625 - 3631 Coldwater).	Approved and ordered paid by Account 402-128-129-01-4265 (P.O. 002764).
8. Received invoice 70-10-210-01-38 of McNamee, Porter and Seeley, Consulting Engineers, approved by the Department of Water Resources for General Engineering for Water Works Improvements in accordance with contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1988. Amount of invoice is $992.32.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

9.	Received invoice 70-10-210-01-39 of McNamee, Porter and Seeley, Consulting Engineers approved by the Department of Water Resources for Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered paid by City Utilities to pay invoice from the Water Utility Fund.
10.	Received final invoice of Butler, Fairman and Seufert, Inc. in the amount of $265.50 (30% = City's Share for engineering inspection services in connection with Ewing - Fairfield - Wells Street Bridge Project from July 1, 1981 to August 31, 1981.	Approved and ordered paid from LRS Account #402-138-338-03-4265.
11.	Received invoice #1 of T & F Construction Corporation in the amount of $32,128.16 approved by the Street Engineering Department for Resolution No. 5907-81 - Harrison Hill Improvement - Curb, Driveway and Sidewalk Project.	Approved and ordered paid from account 402-128-128-01-4265 - MVH Funds.
12.	Received invoice #3 of Hipskind Concrete Corporation in the amount of $24,338.08 approved by the Street Engineering Department for Resolution No. 5894-81 - NORTHWEST CENTRAL IV-B.	Approved and ordered paid from Community Development and Planning Funds.
13.	Received invoice of The Weikel Line Company, Inc. in the amount of $9,774.92 approved by the Street Lighting Engineering Department for Street Lighting Resolution No. 151-81 - EAST CENTRAL, PHASE IV.	Approved and ordered paid by Community Development and Planning Funds.
14.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $9,022.85 approved by the Traffic Engineering Department for professional services per Engineering Agreement dated April 8, 1981 and letter of authorization dated April 27, 1981 - Res: Project HES-MG-HHS-200-9 (1) (Services from 7-6-81 thru 8-1-81).	Approved and ordered paid from LRS Account 402-138-338-11-4265.
15.	Received Agreement for Special Attorney Services between Richard I. Snouffer and the City of Fort Wayne for legal services for purchase of Inbalco in St. Joseph Township as well as all legal matters arising out of or connected with aforementioned purchase.	Approved. A true copy is incorporated herein.
16.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Porter Construction, Inc. with Guaranty Bond in the amount of $1,515.00 signed by The American Druggists' Insurance Company for Oak Grove, Section IV Sanitary Sewer.	Approved. Ordered acceptance letter written.

17.	Received Water Contract 81-XP-1 prepared by the Water Engineering Department with Performance Bond in the amount of $22,679.78 signed by The American Druggists' Insurance Company for Water Main Airport Drive Feeder Main.	Approved. Ordered sent to the Common Council on Tuesday, October 13, 1981 at 8 p.m.
18.	Received inspection report from the Water Engineering Department for Water Contract 7814 - Branning Hills, Section I. Engineering Department requests that Completion Affidavit and Maintenance Bond requirement be waived. Developer was Kenneth Niemeyer.	Approved and ordered acceptance letter written.
19.	Received inspection report from the Water Engineering Department for Sanitary Sewer known as St. Joe Road Sewer - Terry Lane and Completion Affidavit of DeHaven Construction Company with Guaranty Bond in the amount of $4,800 signed by The American Druggists' Insurance Company.	Approved and ordered acceptance letter written.
20.	Received Street Lighting Resolution No. 154-81 Contract, Guaranty and Liability Bonds of The Weikel Line Company, Inc. in the amount of $35,380.34 to light East Rudisill Boulevard (Lafayette to So. Anthony with underground ornamental lighting system.	Approved. Ordered sent to the Common Council on Tuesday, October 13, 1981 at 8 p.m.
21.	Received check in the amount of $10,789.83 from Hagerman Construction Corp. on Resolution No. 67-189-14 - DOWNTOWN PARKING FACILITY 1979 for overpayment to Hagerman Escrow Account at Lincoln National Bank.	Amount of $10,789.83 deposited by the City Controller into Civic Center Parking Garage Construction Fund. (Res. 67-189-14).
22.	Received Final Authorization of Payment of Escrow in the amount of $5,000 to Hagerman Construction Corporation for Resolution No. 67-189-14 - DOWNTOWN PARKING FACILITY 1979. Release of Escrow to be paid by LIncoln National Bank. Invoice #14 FINAL. Authorization of Release approved by Gibson, Tourney, Kim, Inc., Consulting Engineers.	Approved.
23.	Received from City Utilities PURCHASED UTILITY ACCOUNT COLLECTION POLICY (re: Collection of past due and delinquent Accounts - Purchased Utilities).	Approved. A true copy is incorporated herein.

Meeting adjourned at 10:15 a.m.

Attest:

Sandra Kennedy
Clerk

Betty R. Collins
BOARD OF PUBLIC WORKS

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Thursday, October 1, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. LATCHEM, R. A. STATEN,
B.R. COLLINS
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Improvement Resolution No. 5899-81 for improving the curbs, sidewalk and drive approaches along Kensington Boulevard from the north property line of Lake Avenue to the south property line of State Street.

The Board determined the benefits as indicated.

Ordered the Street Engineering Department to prepare the final Assessment Roll.

2. Received requests for permission to barricade the following:

All permits issued.

1. Earl Farmer, 1510 Spring Street, to barricade on Sept. 14, 1981 from 5:00 p.m. to 8:00 p.m., 1510 Spring Street for parking moving van for loading - Westbound lane.

2. N. & W. Railroad, Nelson Road, to barricade 9/15/81 thru 9/21/81 in daylight hours - McArthur Drive 3200 block.
PURPOSE: Installing new rails.

3. Board of Commissioners, Room 200, City-County Building on Sept. 17, 1981 - at 8:00 a.m. - Hood meters in the 400 block of S. Calhoun on west side from alley north to Clair Street.
PURPOSE: Const new parking lot.

4. Rocco Ferrera, P.O. Box 5270, Sept. 18, 1981 from 8 a.m. to 4 p.m. - intersection at Crescent and Tennessee for SEWER PROJECT.

5. Youth Center - Laura Rencher, 601 Hayden, Sept. 18, 1981 from 7 p.m. to 11 p.m. barricade Hayden and Monroe to alley between Hayden and Brackenridge.
PURPOSE: Back to school dance.

6. Bloomingdale School, 803 Third, for Sept. 21, 1981 from 5:30 p.m. to 8:30 p.m. 2nd Street between Marion and Orchard. PURPOSE: PTA Ice Cream Social.

7. Muscular Dystrophy Assoc., 2250 Lake, to barricade on 9/27/81 from 10:00 a.m. to 5:00 p.m. Old Mill Rd. at Foster Parkway Entrance.
PURPOSE: Skat-a-thon for MDA.

2. Continued. Permits issued.

8. N & W Railroad, Nelson Road, to barricade four different times to 30 minute periods the Jefferson at Swinney Park on Monday, Sept. 28, 1981.
PURPOSE: Unloading rails.

9. Rocco Ferrera, P.O. 5270, for one week starting 9/22/81 around the clock barricade St. Joe between Rivermet and Tennessee intersection for SEWER PROJECT.

10. Hipskind Asphalt Corp. Ardmore Ave, to barricade on Sept. 28, 1981 from 7:00 a.m. to 4:00 p.m. Goshen Road from Butler to bridge.
PURPOSE: Ditch cleaning.

11. Mark GiaQuinta, 4202 S. Wayne, to barricade Sept. 28 and 29, 1981 from 6:30 p.m. to 2:00 p.m. rear parking lot of Brickley Fire Houst on Barr Street.
PURPOSE: Neighborhood request.

12. Moellering Const. Co., Inc., Engle Road, to close Berry and Anthony on 9/29/81 from 9 a.m. to 3:00 p.m.
PURPOSE: Install sewer.

13. City Light Const., Lafayette St., for 9/30/81 from 1:00 p.m. to 3:00 p.m. on Harrison viaduct by Baker -
PURPOSE: Light repair.

14. Anthony J. Ficaro, 613 S. Harrison, to barricade on October 2 thru Oct. 4, 1981 from 7:00 p.m. to 12:30 a.m. to barricade Columbia between Calhoun and Harrison.
PURPOSE: Octoberfest - concert/openair.

15. Steve Rutledge, 1306 Kensington, for Saturday, October 3, 1981 from 3:30 p.m. to 8:00 p.m.
PURPOSE: Block party.

16. Barbara Couch - McMillen Health Center Lions, 1609 Forest Park, to barricade Foster Park at Hartman Road by Pavilion on Sunday, October 4, 1981 from 1:00 p.m. to 6:00 p.m.
PURPOSE: Run for Health.

17. St. John the Baptist Church, Kathy Delmarter - 5010 Old Mill Road, to barricade Pasadena between Arlington and Fairfield on October 4, 1981 from Noon to 6:00 p.m.
PURPOSE: Ice cream social.

18. Winzeler Excavating, Inc., Bryan, Ohio, to barricade the south lane closed on Eastbound traffic of West Jefferson from east side of Covington Road to West side of McDonalds from Oct. 5, 1981 to Oct. 9, 1981 for 24 hours.
PURPOSE: Bore under U. S. 24 West for Sewer installation.

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3.	Received request from Wayne High School Student Council, 9100 Winchester Road, to hold a parade on Friday, October 2, 1981 from 3:00 p.m. to 3:30 p.m. Route to be traveled: Wayne High School on Winchester Road to Dunkelberg to Bluffton Road to Lower Huntington Road to Winchester Road then on to Wayne High School. PURPOSE: Car Caravan for Homecoming.	Approved and permit issued.
4.	American Diabetes Assoc., 909 Coliseum Blvd., to hold a parade on October 4, 1981 from 9 a.m. to 5 p.m. Specific route to be traveled. PURPOSE: Bike-a-thon.	Approved and permit issued.
5.	Concordia High School - Glenn Parrish - 1601 St. Joe River Drive, for permission to hold a parade on October 7, 1981 from 6:30 p.m. to 7:00 p.m. Route to be traveled: St. Joe River Drive South - East on Anthony - cross Anthony 200 yards to driveway - turn left onto school property. PURPOSE: Homecoming.	Approved and permit issued.
6.	Re: Sidewalk petiton - 1400 and 1500 blocks Fletcher Avenue - B.O. 45-80 - 37% of property owners signed petition therefore Street Engineering recommends the petition be RESCINDED.	RESCIND ALL ACTION.
7.	Re: Pavement of McClellan Street from Pettit to Paulding Road - B.O. 98-79 - 25% of property owners signed petition therefore Street Engineering Department recommends the petition be RESCINDED.	RESCIND ALL ACTION.
8.	Re: STREET LIGHTING MAINTENANCE AND UNIT PRICE RESOLUTION No. 146-81. Board hereby extends contract to T & F Construction Corp. for the period from September 1, 1981 to August 31, 1982. (Clause for extension for a period of one year with an escalation of 8½% will apply to labor items ONLY.)	Approved.
9.	Received preliminary plans for the construction of water main on Ludwig Road (Sharon westward to Lima Road - B.O. 47-81) prepared by the Water Engineering Department.	Approved. Ordered the Water Engineering Department to prepare final plans, property ownership list, etc. for this project.

Adjourned at 4:00 p.m.

Robert Anderson

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Wednesday, October 7, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

Approved and permits issued.

2231 Brown --------------Tony Tomei, Dr.
2803 Farnsworth ---------Roussel Concrete
931 Leesburg ------------Harley Graham
2415 Florida ------------Gerald Baker
1226 Lynn ---------------Hipskind Asphalt Corp.
407 W. Lenox ------------Olga Eber
328 W. Pettit -----------Simerman Const. Co.
310 W. Sherwood Terrace--Simerman Const.

4. Received private sidewalk applications:

Approved and permits issued.

2415 Florida ----------Gerald Baker
4402 Gaywood ----------Monty Briggs
1714 Lough Nest -------Kirk Scheeler
1915 Oakland ----------Art. Tilbury
2218 Sherman ----------Kirk Scheeler

5. Received street cut applications:

Approved and permits issued.

2517 N. Anthony --- C.U.
4300 Blk. S. Anthony --- "
1615 N. Anthony (alley) --- NIPSCO
4318 and 4422 Austin Dr. --- "
4712 Barrington --- C.U.
2520 Broadway --- NIPSCO
California Rd. 100' ± W. of Goshen Rd. --- Gen. Tel.
2821 S. Calhoun --- C.U.
2518 Cass --- NIPSCO
5823 Chester --- C.U.
127 S. Clinton --- No. Side Plumb.
Clinton & Creighton --- C.U.
3506 N. Clinton --- NIPSCO
444 W. Creighton --- C.U.
3801 Dalewood --- "
125 E. Dewald --- "
3011 Edwards --- NIPSCO
3528 Fairfield --- C.U.
3407 Glencairn --- "
S. side of Goshen Rd. N/o Butler Road --- NIPSCO
4825 Indiana --- C.U.
4100 blk. W. Jefferson --- NIPSCO
4115 W. Jefferson --- "

1505 Louisdale --- NIPSCO
1309 McCulloch (alley) --- "
2323 McKinnie --- "
1221 Medical Park --- "
2200 Blk. Miner --- "
2219 Miner --- "
1328 Normandale --- "
5128 North Bend --- Paul Eickhoff
3417 Paulding --- NIPSCO
2055 Pauline --- "
2131 Roy --- C.U.
1609 Rumsey --- NIPSCO
6210 Salisbury --- C.U.
2405 Shadybrook --- NIPSCO
3718 Shannon --- C.U.
1905 Sherman --- NIPSCO
1924 Skylark --- C.U.
4315 S. Wayne --- "
1629 Sprunger --- NIPSCO
4908 E. State --- "
515 Stratton Rd. --- "
324 E. Suttenfield (alley)--- "
1005 W. Third --- "
1321 E. Wallace --- "
1021 E. Wallace --- "
2712 Weisser Park --- "
N/ 1607 Wells on Spring St. --- "
2700 Abbott (alley) --- "
400 S. Calhoun / Clair) --- "
846 W. Creighton --- "
1230 Ewing --- "
4337 Fairfield --- "
1430 Grant --- "
5121 S. Hanna --- "
3408 Hoagland --- "
224 E. Lewis --- "
3325 Mono Gene (prstrp) --- "
Wayne Trace & Hessen Cassel --- "

6. RECEIVE BIDS:

Water Contract No. 81-XP-2 for the furnishing of all materials, labor, equipment, etc. necessary to install water main including all necessary fittings on Indianapolis Road from an existing 24" water main 755 ± feet north of Dalman Road, thence northward 259 ± feet to an existing 16" water main on McArthur Drive:

BERCOT, INC.	$132,176.50
BROOKS CONST. CO.	115,376.00
BUTLER & BUTLER	149,347.50
JOHN DEHNER, INC.	155,387.77
EARTH CONST. & ENGR.	124,960.00
JOE R. NORMAN	122,215.61
SCHEIDLEMAN EXCAVATING	111,348.04
T-G EXCAVATING, INC.	103,846.00
WEITZEL CONST.	133,431.50

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, October 14, 1981 at 9 a.m.

7.	Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 148-80 for the installation of ornamental street lighting system with underground wiring on Shawnee Drive and Webster Street.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment on October 9 and 16, 1981. Hearing on Confirmation of Assessment Roll Thursday, October 22, 1981 at 3:30 p.m. Notices to be mailed on October 16, 1981
8.	Received petition for the installation of water on Old Decatur Road from Sylvia to Woodside.	Approved. Ordered the Water Engineering Department to investigate and report. Board Order No. 110-81.
9.	Received invoice of T & F Construction Corporation in the amount of $75.00 covering retainage on Resolution No. 5869-80 - NORTHWEST CENTRAL, Phase IV Curb and Sidewalk project.	Approved and ordered paid by Community Development and Planning.
10.	Received invoice #4 of Hipskind Concrete Corporation in the amount of $6,873.21 approved by the Street Engineering Department for Resolution No. 5894-81 - Northwest Central, Phase IV-B - Curb and Sidewalk.	Approved and ordered paid by Community Development and Planning.
11.	Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $36,009.05 approved by the Street Engineering Department covering Resolution No. 5902-81 - NEBRASKA AREA, PHASE VI.	Approved and ordered paid by Community Development and Planning.
12.	Received invoice #3 of Rieth-Riley Construction Company, Inc. in the amount of $5,592.37 approved by the Street Engineering Department for Resolution No. 5897-81 - EAST CENTRAL, PHASE VI.	Approved and ordered paid by Community Development and Planning.
13.	Authorization for Payment of Escrow to Ground Services, Inc. by Peoples Trust Bank in the amount of $13,947.17 covering project Sewer Resolution No. 328-80 SPY RUN STUDY AREA - EPA C-180599-07.	Approved.
14.	Received NOTICE OF WATER MAIN EXTENSION for Contract No. 81-01 - the Fort Wayne Water Utility has extended Water Main as follows: On the north side of Stellhorn Road from a point 135 ± feet west of Eicher Drive, etc.	Approved. A copy is on file in the Board of Public Works.
15.	City of Fort Wayne (Landlord) hereby directs Indiana & Michigan Electric Company (Tenant) to lease an additional 175 parking spaces and Peoples Trust Bank (Tenant) to lease 55 additional spaces pursuant to lease agreement per FORT WAYNE MUNICIPAL PARKING GARAGE.	Approved. H.I. A copy is on file in the Board of Public Works.

16. Received Curb and Sidewalk Resolution No. 5923-81, final plans, specifications and estimate for constructing curbs and sidewalks where needed as follows:

(1) Cortland - east and west sides from Putnam on the north to alley on the south.
(2) Short - east and west sides between Putnam and Huffman and Spring and Fifth Street .
Known as NORTHWEST CENTRAL, PHASE V-B.
(City Paid).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on October 16 and 23, 1981

Receive bids on Wednesday, October 28, 1981 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

17. Resurfacing Resolution No. 5919-81, final plans, specifications and estimate to improve by resurfacing and restoring pavement as designated on the following streets:

(1) Rockhill Street - from the south curb line of Washington Blvd. to the north curb line of Jefferson Street.
(2) Lavina Street - from the west property line of Union Street to the east curb line of Van Buren Street.
(3) Union Street - from the south curb line of Lavina Street to the south property line of Leykauf Street.
(4) Nelson Street - from the south curb line of Berry Street to a point 70 feet south of Wilt Street.
(5) Swinney Park Place - from the west curb line of Garden Street to the south curb line of Jefferson Street.

(CITY PAID).

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors October 16 and 23, 1981.

Receive bids on Wednesday, October 28, 1981 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

18. RESOLUTION NO. 71-86-18

Approved.

WHEREAS, John Britton, Curt Logsdon, Woodford Munice, Carrie Munice, Ernst Realty and Investment Company, Inc., Joseph C. Shoaff, Patricia G. Shoaff, Harold L. McComb, Lawrence Wick, Lillian M. Wick, Kathryn A Youngblood, William Earl Rogers, Richard T. Moore, Mildred Moore, James A. Ernst, Kenneth B. Ernst, Merlin Max Eckrote, Mary K. Eckrote have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following street and alley situated in Fort Wayne, Allen County, To-wit:

Sidney Street located between the North right of way of McDonald Street and the south right of way of Pennsylvania Avenue and contiguous to Lots 1 and 12 in Block 7 and 6 in Block 8 in Bond and Lumbard 2nd Addition, Fort Wayne, Indiana; and,

An east-west alley contiguous to the south line of Lots 1 throug 6 Block 7 and 4 through 6 Block 8 and the North line of Lots 7 through 12 Block 7 and 7 through 9 Block 8 in Bond and Lumbard 2nd Addition to the City of Fort Wayne.

all in accordance with the terms of Section 44, Chapter 174 of the Acts of 1947, of the General Assembly of the State of Indiana, as amended by Section 3 of Chapter 385 of the Acts of the General Assembly of the State of Indiana, Indiana Code Section 36-7-4-512.

19. RESOLUTION 71-87-19

WHEREAS, the FORT WAYNE REDEVELOPMENT COMMISSION, BOARD OF PARK COMMISSIONERS AND LINCOLN NATIONAL LIFE INSURANCE COMPANY have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public street situated in Fort Wayne, Allen County, to-wit:

A portion of Lewis Street in the City of Fort Wayne, Allen County, Indiana, said portion all lying for its full right of way width between the east right of wal line of Harrison Street and the West right of way line of Calhoun Street, a partial first portion platted with and lying within Spencer's First Addition to the City of Fort Wayne, Allen County, Indiana according to the Plat thereof recorded in Deed Book "X", Page 210 and the remaining second portion platted with and lying within Spencer's Second Addition to the City of Fort Wayne, Allen County, Indiana according to the Plat thereof recorded in Deed Record 65, Page 337 and 338; both as recorded in the Office of the Recorder of Allen County, Indiana.

Approved.

20. RESOLUTION NO. 71-87-20

WHEREAS, the FORT WAYNE REDEVELOPMENT COMMISSION has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

A portion of the East-West public alley in the West Part of Hanna's Addition to the City of Fort Wayne, Allen County, Indiana.

Approved.

21. RESOLUTION No. 71-87-21

Received RELEASE from Viola Goeglein to City of Fort Wayne, Indiana, of any and all claims, demands or rights within an agreement dated March 30, 1977 and recorded as document 80-08377 (PURCHASE OF GOEGLEIN SERVICE AGREEMENT).

Approved. Copy herein incorporated.

A copy is on file in the Board of Public Works.

22. Received quotations from the Purchasing Agent for the proposed purchase of ductile pipe for the Water Maintenance and Service Department:

UNDERGROUND PIPE AND VALVE	--- $4.33 /ft.
TREATY COMPANY	--- 4.38
AMERICAN CAST IRON PIPE	--- 4.63
V.R. MEYERS	--- 4.60

Through the recommendation of the Purchasing Agent the bid of Underground Pipe and Valve was accepted under Purchase Order 009727 in the amount of $21,650.00.

Ordered sent to the Common Council on Tuesday, October 13, 1981 at 8 p.m.

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*** 23. Received quotations from the Purchasing Agent for the proposed purchase of one 1982 Backhoe per specifications for the Water Maintenance and Service Department:

MacDonald Machinery Co.	---	$28,928.60	-25,618.21
Tri-River Tractor	---	22,238.00	
Allen County Tractor Sales	---	27,748.32	
Weiss Machinery Corp.	---	27,924.00	

Through the recommendation of the Purchasing Agent the bid of MacDonald Machinery Company has been accepted in the amount of $25,618.21 under Purchase Order No. 0097

Ordered sent to the Common Council on Tuesday, October 13, 1981 at 8 p.m.

*** VOID THE ABOVE ENTRY.

24. Received Final Assessment Roll prepared by the Street Engineering Department for Curb, Sidewalk and Drive Approaches Resolution No. 5899-81 along Kensington Blvd. from the north property line of Lake Avenue to the south property line of State Boulevard.

CONFIRMED.

Ordered sent to the Department of Finance.

25. Received invoice from Indiana Department of Highways in the amount of $292,946.55 (City's 90% Local Share) for Project M-F072 (1) Contract R-13111 Hobson Road (U.S. 30 Bypass to S.R. 37).

Approved and ordered paid from LRS Account 402-138-338-02-4265.

26. Payment of Balance of the following invoices, approved by the Water Pollution Control Engineering Department for Sewer Projects on ST. JOE STUDY AREA - C-180599:

1. EARTH CONST.& ENGR., INC. - Balance of Estimate #7 for Sewer Resolution No. 315-80 -------------------------$ 4,803.00 ($8,737.50 paid 9/23/81)

2. EARTH CONST. & ENGR., INC. - Balance of Estimate #4 for Sewer Resolution No. 316-80 --------------------------$21,095.50 ($1,038.45 paid 9/23/81)

Approved and ordered City Utilities t pay invoices from the Water Pllution Control Utility Fund.

27. Chairman of the Board of Works, Thomas W. Latchem, made a motion that a CPA be called in to do a complete audit on the present five year Garbage Contract with National Serv-All.

Approved.

Ordered an audit be made bt Coopers and Lybrand, Certified Public Accountants.

Meeting adjourned at 10:25 a.m.

ATTEST:

Sandra E Kennedy
Clerk

Betty L. Collins
BOARD OF PUBLIC WORKS

Thursday, October 8, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting hdle at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem. R. A. Staten, B.R. Collins Sandra Kennedy
1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL: Street Lighting Resolution No. 147-80, Phases I and II for the installation of ornamental street lighting with underground wiring.	The Board determined the benefits as indicated. Ordered the Street Lighting Engineering Department to prepare the Final Assessment Roll.
2. Received request from Hipskind Asphalt Corp. to barricade Goshen Road from Butler to bridge on 10-7, 10-8, and 10-9-1981 from 7:00 a.m. tp 4:00 p.m. Purpose: Clean ditch.	Approved and permit issued.
3. Received request from T & F Const. Corp. to barricade west side of Rockhill from north side of Washington tothe south side of Berry on Oct. 8 and 9, 1981. PURPOSE: Install street light conduit.	Approved and permit issued.
4. Received request from Martin, Inc. 4315 Meyer, to barricade the east lane of Harrison in front of old Travelodge on Oct. 8 and 9, 1981 around the clock. PURPOSE: Demolition.	Approved and permit issued.
5. Received request from Moellering Construction Company, 3400 Engle Road, to barricade State from Baldwin 150' on Oct. 8, 1981 from 7:30 a.m. to 5:00 p.m. PURPOSE: Install decelleration lane.	Approved and permit issued.

Meeting adjourned at 4:15 p.m.

ATTEST:

Sandra Kennedy
Clerk

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

Wednesday, October 14, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received tabulation and recommendation prepared by the Water Engineering Department for Water Main No. 81-XP-2 (FEEDER MAIN) for McArthur Drive - Indianapolis Road.

AWARD contract to T & G Excavatin Inc. at and for their bid in the amount of $103,846.00 subject to councilmanic approval.

Order contract prepared by Water Engineering Department.

4. RECEIVE BIDS:

Resolution No. 5910-81 for constructing partial street, driveway approach and sidewalk replacement on Barnhart Avenue adjacent and immediately north of the Charlotte Avenue intersection (27' x 48'):

L.W. DAILEY, INC. ---	$6,065.00
GAINS CONST. CO., INC. ---	5,745.94
HIPSKIND ASPHALT CORP. ---	8,863.60
RIETH-RILEY CONST. CO. ---	7,484.88
MOELLERING CONST. CO. ---	7,339.86

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, October 21, 1981 at 9 a.m.

5. RECEIVE BIDS:

Street Lighting Resolution No. 156-81 for lighting West Central Area, Phase "B" - GARDEN STREET from Jefferson to Washington, NELSON STREET from Jefferson to Berry, COLLEGE STREET from Jefferson to Berry, ROCKHILL STREET from Jefferson to Washington and from Berry to Main, UNION STREET from Jefferson to Washington and the first alley north of Berry Street to Main Street, JACKSON STREET from Jefferson Street to Main and VAN BUREN STREET from Jefferson Street to Main Street:

N.G. GILBERT ---	$ 31,564.00
L.E. MYERS CO. ---	75,383.85
T & F CONST. CORP. ---	26,609.95
The Weikel Line Co. ---	27,794.91

Referred to the Street Lighting Engineering Department for tabulation and report.

Award contract on Wednesday, October 21, 1981 at 9 a.m.

6. Received private sidewalk application: Approved and permits issued.

205 W. Fleming --------Simerman Const.
445 W. Fleming --------Simerman Const.
132 W. Sherwood Terrace - Simerman Const.

7. Received driveway applications: Approved and permits issued.

6309 Sharon Dr. ------- James Cappelli
2218 Sherman / State -- Kirk Scheeler
*4430 Tielker --------- Brooks Const.
*not approved.

8. Received street cut applications: Approved and permits issued.

2711 Alma --- NIPSCO
331 Arcadia Ct. --- C.U.
Austin S/Andre --- "
4121 Avondale --- "
7420 Baer Rd. --- NIPSCO
3530 S. Barr --- "
2803 Broadripple Dr. --- "
1221 Capitol --- C.U.
1915 S. Clinton (alley) --- NIPSCO
Coliseum N/Columbia --- C.U.
80' - 200 blk. of Cumberland --- NIPSCO
305 E. Dewald --- "
1500 Blk. Dubois --- C.U.
2209 Eby --- NIPSCO
5700 Fairfield --- "
4937 Fairfield --- "
2447 Gay --- "
Hackberry at Bayberry --- "
3803 S. Hanna (alley) --- "
3408 Hoagland --- "
4333 Holton --- "
Interlaken E/Bluffton --- C.U.
2545 John --- NIPSCO
2430 Julian --- "
1933 Kinsmoor --- C.U.
4011 S. Lafayette --- "
3617 S. Lafayette --- NIPSCO
1618 LaVerne --- C.U.
Alley So/W. Lewis beside 1203 S. Webster --- NIPSCO
2715 Lillie --- "
3430 Lillie --- NIPSCO
816 Ludwig Park --- "
642 Lyell Ct. --- C.U.
McClellan S/Pettit --- NIPSCO
2703 New Haven --- "
Oaklawn Ct. & Smith --- C.U.
1133 E. Creighton --- NIPSCO
Paulding Rd. & Fairfield --- C.U.
2131 Pemberton --- "
Pettit W/ Old Mill Rd. --- NIPSCO
411 & 412 E. Pontiac --- "
441 Poplar --- C.U.
2212 Reynolds (alley) --- NIPSCO
2201 Birchwood --- "
1536 St. Marys --- "
115 E. Suttenfield --- C.U.
514 E. Wallace --- NIPSCO
817 Warwick --- C.U.
Washington Centr. Rd. & Industrial Rd. --- C.U.
515 E. Washinton Ctr. Rd. --- "
2534 Warsaw (alley) --- NIPSCO
1416 E. Wayne --- C.U.
424 Wiebke --- NIPSCO
815 Archer --- "
521 W. Wayne (alley) --- "
3328 Robinwood (alley) --- "
3321 S. Washington Rd. --- "
2520 Gay --- "
2213 S. Harrison --- "
2520 Broadway (alley) --- "
4515 Smith (alley) --- "
2425 Gay (alley) --- "

9. Received Final Assessment Roll prepared by the Street Lighting Engineering Department for Street Light Resolution No. 147-80 - Crestwood Colony Addition, Phases I and II.	CONFIRMED. Ordered sent to the Department of Finance.
10. Received Curb and Sidewalk Resolution No. 5925-81 final plans, estimate and specifications for construction of 6' wide curbface walk on both sides of East Woodland Avenue from east property lien of Warsaw to west property line of first alley east of Warsaw known as LaRez Neighborhood, Phase IV - C. (City Paid).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors October 16, 1981 and October 23, 1981. Receive bids on Wednesday, October 28, 1981 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
11. Received Sewer Improvement Resolution No. 353-81, property ownership list, final plans, estimates and specifications for IDLEWOOD DRIVE SANITARY SEWER prepared by the Water Pollution Control Engineering Department.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners on October 16 and 23, 1981. HEARING ON CONFIRMATION on Thursday, October 29, 1981 at 3:30 p.m. Mail notices on October 23, 1981.
12. Received AMENDED AND RESTATED ASSIGNMENT OF PARKING LEASE AND SUBLEASE (PTB) between Peoples Trust Bank and One Summit Associates.	Approved. A true copy is incorporated herein.
13. Received AMENDED AND RESTATED ASSIGNMENT OF PARKING LEASE AND SUBLEASE (I & M) between Indiana & Michigan Electric Company and One Summit Associates.	Approved. A true copy is incorporated herein.
14. Received SIGN Encroachment Easement between the City of Fort Wayne and Mills Servicecenter, 1102 Broadway (Jim Mills) for Lot #671, Plat B in Hanna's Western Addition.	Approved. Copy is on file in the Board of Public Works.
15. Received petition for the installation of water mains to serve Chinchilla Lane and Chantade Lane from Anthony Boulevard to their terminus.	Approved. Ordered Water Engr. De to investigate and report. Board Order 114-81 issued.
16. Received petition for the installation of ornamental street lighting on Edgeknoll Lane from 100 block and including 500 block.	Approved. Ordered the Street Lighting Engineering Department to investigate and report. Board Order 115-81 issued.

17.	Received request from Pine Hills Church - MARDEGO HILLS AREA - Sewer Res. 313-80 for deferment of area connection fees due to Resolution No. 61-140-11, St. Joe Study Area.	Approved. A true copy is incorporated herein. Referred to Water Pollution Control Engineering Department for handling.
18.	Received petition for the construction of surface drainage improvements on Grayston Avenue from Lindergh Blvd. to Bueter Road.	Approved and Board Order 116-81 issued. Ordered the Water Pollution Control Engineering Department to investigate and report.
19.	Received Contract, Guaranty and Liability Bonds of Gateway Construction Company, Inc. in the amount of $36,691.50 prepared by the Street Engineering Department signed by State Auto Mutual Insurance Company for Improvement Resolution No. 5921-81 - Oxford Neighborhood, Ph. VI - C.	Approved and ordered sent to the Common Council on Tuesday, October 27, 1981 at 8:00 p.m.
20.	Received invoice of Gateway Construction Company in the amount of $147.33 prepared by the Street Engineering Department covering Resolution No. 5909-81 - Oxford Phase VI-A.	Approved and ordered paid by Community Development and Planning.
21.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $9,878.44 approved by the Traffic Engineering Department covering professional services per Engineering Agreement dated April 8, 1981 and letter of authorization dated April 27, 1981 ref. Project HES-MG-HHS-200-9 (1) (Services from 8-3-81 thru 8-29-81).	Approved and ordered paid from LRS Account 402-138-338-11-4265.
22.	Received invoice 78-08-310-01-037 of Howard Needles Tammen and Bergendoff in the amount of $1,151.25 approved by the Director of Water Resources for professional engineering services performed in connection with the Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980; Article 1A - Construction Engineering Billing in accordance with Article 3.	Approved and ordered paid by City Utilities from Water Utility Fund.
23.	Received Change Order #1 of Rieth-Riley Construction Company, Inc. in the amount of $6,460.00 approved by the Street Engineering Department covering Resolution No. 5902-81 - Nebraska, Phase VI.	Approved. Ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m.
24.	Received invoice #11 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $8,714.35 approved by the Water Pollution Control Engineering Department for Engineering Services for the COMBINED SEWER OVERFLOW STUDY. Invoice is for period 7-20-81 thru 8-29-81).	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

25.	Received Agreement between Moak, Sheldon, Kratzat & Associates, Inc. and the City of Fort Wayne, Indiana, Architect and Owner, respectively, re: renovation and addition to the existing Sewer Maintenance Facility located at 445 East Wallace Street, Fort Wayne, Indiana, in accordance with approved design dated April 28, 1981.	Approved. A true copy is incorporated herein. Ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m.
26.	WHEREAS, City Common Council turned down the lowest bid for garbage collection, SCA SERVICES OF INDIANA, INC., Chairman of Board, Mr. Thomas W. Latchem, made the motion that the Board send the previously signed contract with NATIONAL SERV-ALL, INC., as promised by the City Attorney, to Council for their approval for garbage collection for the next six years.	Approved. Ordered sent to the Common Council on Tuesday, October 20, 1981 at 8 p.m.
27.	Received Interim Construction Engineering Services Agreement for Change Orders 25, 26, 27 and 28 WATER QUALITY CONTROL PROJECT DIVISION I - Water Pollution Control Plant Additions, Sewage Works Grant No. C-180538 01.	Approved. Copy herein incorporated. Ordered sent to the Common Council on October 27, 1981 at 8 p.m.
28.	Requested permission by Bishop Luers School to hold a parade on Friday, October 16, 1981 from 8:45 a.m. to 1:00 p.m. Will be approximately 600 persons. PURPOSE: Walk-a-thon Fund raiser.	Approved and permit issued.
29.	Received a request to waive area connection fees in the total amount of $672.00 per acre for the following hangars located at the terminus of Keller Road - (BAER FIELD WEST SANITARY SEWER): NORTH AMERICAN VAN LINES HANGAR, RAE MAGNET WIRE HANGAR AND CENTRAL SOYA HANGAR	Approved. Authorized New Water and Sewer Service to waive connection fees.

Meeting adjourned 10:00 a.m.

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, October 21, 1981

Department of Public Works
Office of the Board
Roo, 910, City-County Building
Meeting held at 9 a.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R. A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utiliites.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

821 Broadway --------------- Kinder Const. Co.

Approved and permit issued.

4. Received private sidewalk applications:

322 Arcadia -------------Chas. Smith
326 Arcadia -------------Chas. Smith
1605 California ---------Geo. Helton, Jr.
3911 Enola Ct. ----------Ft. Wayne Const. Trade
918 Senate Ave. ---------A.E. Const.

Approved and permits issued.

5. Received pole line application:

Hartzog Drive, South of East State Blvd. (provide electrical service to new Lincoln Bank Bldg.)------ I & M Elec. Co.

Approved and permit issued.

6. Received street cut applications:

2921 S. Anthony (alley) --- NIPSCO
E. Berry / 731 Court ---
2519 Bosworth ---
2803 Cambridge --- C.U.
2218 Cass --- NIPSCO
4919 Coldwater --- Tim Evans
3916 Eastway --- NIPSCO
3500 Elwood --- C.U.
4826 Forest ---
2214 Forest Park Blvd. ---
2318 Gay --- NIPSCO
2409 Genessee ---
33330 W. Jefferson (alley) ---
2411 Julian ---
Along Lake from 5300 ---
1606 E. Lewis ---
51 cuts on Lillie, Anthony, Fletcher, Grant, Alliger, Lewis & Hayden ---
6011 Lois Lane --- C.U.
5509 McClellan --- NIPSCO
1900 Maplewood --- C.U.
2722 Mauldin --- NIPSCO
2528 Monmouth --- C.U.
602 E. Pontiac ---
4933 Lima Rd. --- NIPSCO

Approved and permits issued.

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2137 Riedmiller	--- C.U.
2811 Rousseau	--- NIPSCO
2311 Sandpoint	--- C.U.
2415 Santa Rosa	--- "
1607 Wells	--- NIPSCO
South side of Third E/St. Marys	--- "
Villa Park Ct.	--- Ft. Wayne Cablevision
2734 Abbott (alley)	--- NIPSCO
826 Belle	--- "
3329 Bowser	--- "
917 S. Harrison	--- "
438 E. Jefferson (alley)	--- "
3405 Maple Grove	--- "
6703 Old Maumee	--- "
549 E. State	--- "
1024 Walter	--- "

7. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5910-81 - Pavement Replacement of Barnhart and Charlotte Avenue intersection.

Award contract to Gaines Construction Company, Inc. at and for their bid in the amount of $5,745.94 subject to councilmanic approval.

Order Street Engineering Department to prepare contract.

8. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Light Resolution No. 156-81 - West Central Area, Phase "B".

Award contract to T & F Construction Company at and for their bid in the amount of $26,609.95 subject to councilmanic approval.

Ordered Street Lighting Engr. Department to prepare contract

9. Received quotations from the Purchasing Agent for the proposed purchase of one dump body, hoist and snow plow for the Filtration Plant:

FREUHAF TRUCK EQUIP. ----------	$5,431.07
HOOSIER TRUCK EQUIP. ----------	5,722.00
JONES W.A. & Son---------------	5,848.00

Approved bid of Fruehauf Divis in the amount of $5,431.07 under purchase order A-009866.

Ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m.

10. Received quotations from the Purchasing Agent for the proposed purchase of seven vans for Water Maintenance and Service Departments:

ALLEN COUNTY MOTORS ---	$8200.00 ea
HEFNER CHEVROLET ---	7733.86 ea.
GLENGROOK DODGE ---	7084.69 ea
BOB JACKSON FORD ---	7677.21 ea.

Approved bid of Bob Jackson Fo Sales in the amount of $51,775. under purchase order A-009876.

Ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m.

11. Received quotation from the Purchasing Agent for the proposed purchase of one cab and chassis for the Filtration Plant:

ALLEN COUNTY MOTORS ------$11,337.12

Approved bid of Allen County Motors in the amount of $11,337.12 under purchase order A-009867.

Ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m.

12.	Received Agreement for Sewer Extension by and between Ray Lee Anderson and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer known as RECKEWEG SANITARY SEWER EXTENSION.	Approved and ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m,
13.	Received Change Order No. 18R of Hagerman-Shambaugh, Joint Venture, in the amount of $96,508.00 approved by the Director of Water Resources for Water Contract No. 77-W-2 - WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS CONDITIONAL CLOSE OUT.	Approved and ordered sent to the Common Council on Tuesday, October 27, 1981 at 8 p.m.
14.	Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5916-81 - LAREZ NEIGHBORHOOD, PHASE IV-B. Amount of contract is $29,749.50.	Approved and ordered sent to the Common Council on Tuesday, October 27, 1981 at 8:00 p.m.
15.	Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5920-81 - CREIGHTON AVENUE CAPITAL IMPROVEMENT, PHASE B. Amount of contract is $23,818.75.	Approved and ordered sent to the Common Council on Tuesday, October 27, 1981 at 8:00 p.m.
16.	Received Contract, Guaranty and Liability Bonds of L. W. Dailey, Inc. prepared by the Street Engineering Department signed by St. Paul Fire and Marine Insurance Company for Resolution No. 5911-81 for construction of curbs on both sides of the 2500 block of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries. Amount of contract is $30,857.15.	Approved and ordered sent to the Common Council on Tuesday, October 27, 1981 at 8:00 p.m.
17.	Received invoice #4 of Gateway Construction Company in the amount of $8,496.81 approved by the Street Engineering Department for Resolution No. 5906-81 - LAREZ IMPACT AREA, Phase IV.	Approved and ordered paid by Community Development and Planning.
18.	Received invoice of Rieth-Riley Construction Company in the amount of $2,335.78 (RETAINAGE) approved by the Street Engineering Department covering Resolution No. 5821-78 - Broadway, North Washington Road and Kensington Boulevard.	Approved and ordered paid from Resurfacing Account 402-134-002-4004.
19.	Received BOARD OF PUBLIC WORKS CONTRACT on behalf of CITY UTILITIES for SPECIAL ATTORNEY SERVICES by and between City Utilities of the City of Fort Wayne, Indiana, and Robert L. Thompson, Jr., Attorney. Mr. Thompson is employed as its special counsel to represent it in all regards necessary and appropriate before the Commission in connection with the remand proceedings in Cause 35251 before the Commission (I & M).	Approved. A true copy is incorporated herein.
20.	Received a modification in the lease agreement dated October 26, 1978 on property located at 2502 Winter Street commonly known as Fire Station No. 9. (Between City and Hanna-Creighton Neighborhood Association -66-223-26).	Approved. Copy on file in the Board of Public Works - 66-223-26.

21.	Received Water Feeder Main 81-XP-2 Contract - Indianapolis Road -with Guaranty and Liability Bonds of T & G Excavating, Inc. in the amount of $103,846.00 prepared by the Water Engineering Department signed by Fidelity and Deposit Company of Maryland for project.	Approved. Ordered sent to the Common Council on Tuesday, November 10, 1981 at 8 p.m.
22.	Received NOTICE OF WATER MAIN EXTENSION for Water Contract 7616 (Lafontain Gardens Add., Strathmore Add. and Strathmore Gardens Addition. prepared by the Water Engineering Department.	Approved. Ordered sent to Water Engineering Department for handling.
23.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $3,893.18 and SEWER: $2,237.82 (total: $6131.00).	Approved.
24.	Received inspection report from the Street Engineering Department and Completion Affidavit of Brooks Construction Company, Inc. for RIDGEMOOR DRIVE (Stonepoint Village, Phase II)	Approved and ordered acceptance letter written subject to posting of 3-yr. Maintenance Bon
25.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Joe Watkins Excavating, Inc. with Guaranty Bond in the amount of $$1,500.00 signed by American States Insurance Company for SPECIAL SANITARY SEWER - 4410 Tielker.	Approved and ordered acceptance letter written.
26.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of McComb & Fulk Construction Company with Maintenance Bond in the amount of $4,000 signed by The American Insurance Company for HELMS EXPRESS SANITARY SEWER.	Approved and ordered acceptance letter written.
27.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Hipskind Asphalt Corporation with Maintenance Bond in the amount of $17,000 signed by Trinity Universal Insurance Company for Sanitary Sewer known as BLUFFTON ROAD AT FAIRFIELD DITCH SEWER.	Approved and ordered acceptance letter written.
28.	Received a request from Allen County Council of Veteran Organizations, for permission to hold a parade on Tuesday, November 10, 1981 from 7:30 p.m. to 9:00 p.m. Route to be traveled: Calhoun from Baker to Superior. Approximately 2,000 persons, 25 animals and 25 vehicles. PURPOSE: Veterans Day Parade.	Approved and permit issued.

29. Received request to waive area connection fees in the total amount of $672.00 per acre for the following property property owners located at the terminus of BAER FIELD WEST SANITARY SEWER (Keller Road): (See 71-74-13 & 71-94-29)

D & M AVIATION, INC.
LINCOLN NATIONAL LIFE INS. CO.
DEK-ELECTRO, INC.
ZOLLNER CORP.
PHELPS DODGE MAGNET WIRE CORP.
NATIONAL CAR RENTAL SYSTEMS
FAA TRAFFIC CONTROL TOWER
FT. WAYNE AVIONICS, INC.
FT. WAYNE AIR SERVICE
COUNTY LINE CHEESE
ELECTRONIC'S GROUP FLIGHT OPERATION
ESSEX GROUP

Approved.

Authorized New Water and Sewer Service to waive connection fees.

30. Received Agreement by and between City of Fort Wayne, Allen County, Indiana, and UTILITY CENTER, INC. (Inbalco) to release a Certificate of Territorial Authority in Aboite Township.

Approved.

A true copy is incorporated herein.

31. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST JOE STUDY AREA - C-180599-06

	PAYMENT:	ESCROW	BANK: Escrow
(a) ROCCO FERRERA & CO., INC. Estimate #6 Resolution No. 310-80, Phase I.	$558,196.77	000	
(b) JOE R. NORMAN, CONTRACTOR, Est. #9 Resolution No. 310-80, Phase III	144,498.82	000	
(c) ROCCO FERRERA & CO., INC. Est. #9 Resolution No. 310-80, Phase IV	87,906.71	000	
(d) L. W. DAILEY, INC., Estimate #6 Resolution No. 311-80	10,709.50	$ 1,520.54	Indiana Bank
(e)WEITZEL CONST., Contractor, Est. #9 Resolution No. 312-80	91,338.60	000	
(f) EARTH CONST. & ENGR., Estimate #9 Resolution No. 313-80	23,682.03	000	
(g) EARTH CONST. & ENGR., Estimate #8 Resolution No. 314-80, Phase I	51,646.35	000	
(h) EARTH CONST. & ENGR., Estimate #8 Resolution No. 315-80	2,741.25	000	
(i) EARTH CONST. & ENGR., Estimate #5 Resolution No. 316-80	6,662.90	000	
(j) T -G EXCAVATING, INC., Estimate #6 Resolution No. 321-80	13,918.62	000	

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

32. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH STUDY AREA - C-180599-09

	INVOICE:	ESCROW	BANK
(a) WINZELER EXCAVATING, INC., Est. #3 Resolution No. 341-80	1,877.49	208.61	Lincoln N. Bk.
(b) WINZELER EXCAVATING, INC., Est. #4 Resolution No. 342-80	276.935.02	29,639.03	Lincoln N. Bk.
(c) NESS EXCAVATING, INC. Estimate #6 Resolution No. 345-80	39,152.86	000	
(d) WINZELER EXCAVATING, INC. Est. #5 Resolution No. 348-80	9,607.89	000	
(e) T G EXCAVATING, INC., Est. #2 Resolution No. 349-80	5,185.85	576.20	Anthnoy W. Bk.
(f) WINZELER EXCAVATING, INC., Est. #4 Resolution No. 351-80	5,524.49	613.83	Lincoln N. Bk.

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Poll. Control Utility Fund.

33. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA - C-180599-07

	PAYMENT:	ESCROW:	BANK:
(a) WAYNESFIELD CONSTRUCTION CO., Estimate #9 Resolution 323-80	$ 10,001.00	000	
(b) BERCOT, INC., Estimate #5 Resolution No. 324-80	88,219.20	000	
(c) BERCOT, INC., Estimate #4 Resolution No. 326-80	48,694.23	5,410.47	Ind. Bank
(d) NORTHEASTERN CONSTRUCTION CO., Est. #7 Resolution No. 327-80	90,054.73	000	
(e) GROUND SERVICES, INC., Estimate #8 Resolution No. 328-80	13,925.00	000	
(f) SCHEIDLEMAN EXCAVATING, INC., Est. #6 Resolution No. 329-80	42,435.28	000	

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

34. Received the following payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUDY AREA - C-180599-08

	PAYMENT:	ESCROW:	BANK.
(a) ROCCO FERRERA & CO., INC., Est. #6 Resolution No. 330-80, Phase I	37,860.31	000	
(b) JOHN DEHNER, INC., Est. #7 Resolution No. 330-80, Phase II	166,814.61	1,948.32	Linc. Nat. Ban
(c) BUSCH, INC., Estimate #5 for Resolution No. 331-80	1,131.00	000	
(d) BUSCH, INC., Estimate #6 for Resolution No. 332-80	125,202.80	000	
(e) JOHN DEHNER, INC. for Estimate # 2 for Resolution No. 333-80	39,329.38	4,369.93	Linc. Nat. Ban
(f) BUSCH, INC. for Estimate #3 for Resolution No. 334-80	11,712.69	000	
(g) JOHN DEHNER, INC. for Resolution No. 335-80	72,890.13	8,098.91	Anthony Wayne
(h) JOHN DEHNER, INC. for Estimate #7 Resolution No. 7	28,791.65	000	
(i) JOHN DEHNER, INC. for Estimate #6 Resolution No. 337-80	48,932.91	000	
(j) JOHN HARTMAN CONSTRUCTION for Est. #6 for Resolution No. 338-80	9,024.00	000	

Approved and ordered City Utilities to pay invoices and Escrow payments from the Water Pollution Control Utility Fund.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Thursday, October 22, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten and B.R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

   Street Lighting Resolution No. 148-81 for the installation of ornamental street lighting on Shawnee Drive from Killea Street to Wildwood Avenue and Webster Street from Killea Street to Darrow Avenue.

   CONFIRMED.

   Ordered sent to the Department of Finance.

2. HEARING ON EASTLAND GARDENS AREA SEWER:

   Sewer Resolution No. 883-81 - Eastland Gardens, Woodland Acres to Stinsons First Subdivision Storm Sewer.

   Remonstrance received after being tabulated by the Water Pollution Control Engineering Department contains 67% of property owners.

   RESCIND ALL ACTION.

Meeting adjourned at 4:30 p.m.

ATTEST:

Sandra Kennedy
Clerk

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

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Wednesday, October 28, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM. R. A STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received driveway applications:

210 East Branning ------------Ned Keener
424 Fleming ------------------Simerman Const.
1122 East Maple Grove --------Bradbury Enter.
4011 Wenonah -----------------Albrecht Const.

Approved and permits issued.

4. Received sidewalk applications:

210 E. Branning -------------Ned Keener
1401 Broadway ---------------Ned Keener
1601 California -------------Geo. Helton
1709 Randallia Dr. ----------Werling Contracting

Approved and permits issued.

5. RECEIVE BIDS:

Resurfacing Resolution No. 5919-81 for improving by resurfacing and restoring pavement as designated on the following streets: ROCKHILL, LAVINA, UNION, NELSON STREETS AND SWINNEY PARK PLACE:

BROOKS CONST. CO.	---	$ 59,499.48
L. W. DAILEY, INC.	---	52,297.92
HIPSKIND ASPHALT CORP.	---	49,491.40
MOELLERING CONST. CO.	---	54,524.80
RIEHT-RILEY CONST. CO.	---	56,897.55
WAYNE ASPHALT CO.	---	48,776.42

AWARD contract on Wednesday, November 4, 1981 at 9 a.m.

Referred to the Street Engineerin Department for tabulation and report.

6. RECEIVE BIDS:

Resolution No. 5923-81 -for curbs and sidewalk as specified on Cortland and Short Streets (NORTHWEST CENTRAL Phase V-B):

L.W. DAILEY, INC.	---	$31,593.00
GAINES CONST.	---	31,830.00
HIPSKIND CONCRETE CO.	---	26,115.25
MOELLERING CONST. CO.	---	32,301.60
RIETH-RILEY CONST. CO.	---	31,966.00
SCHEIDLEMAN EXCAVATING	---	31,453.25
T & S CONST.	---	000

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, November 4, 1981 at 9 a.m.

7. RECEIVE BIDS:

Resolution No. 5925-81 curbface walk in LAREZ NEIGHBORHOOD, PHASE IV-C: (both sides of East Woodland Avenue from east property line of Warsaw to west property line of first alley east of Warsaw).

L. W. DAILEY, INC.	---	$13,715.85
GAINES CONST. CO.	---	11,315.80
HIPSKIND CONCRETE CO.	---	11,101.15
MOELLERING CONST. CO.	---	14,180.20
RIETH-RILEY CONST. CO.	---	15,177.25
SCHEIDLEMAN EXCAV.	---	12,193.45
T & S CONST. CO.	---	000

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, November 4, 1981 at 9 a.m.

8. Received Water Main Improvement Resolution No. 1024-81, final plans, specifications, estimate and property ownership list prepared by the Water Engineering Department for the construction of water main in and along LUDWIG ROAD from Sharon Drive westwardly 2205 ± feet to east right-of-way of State Road #3.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Property Owners October 30, 1981 and November 6, 1981.

Hearing on Confirmation Thursday, November 19, 1981 at 3:30 p.m.

Mail notices on November 6, 1981.

9. Received invoice 71-02-310-01-1-01-07 of Howard Needles Tammen & Bergendoff in the amount of $1,285.20 approved by the Department of Water Resources for professional engineering services performed in connection with WPC Plant Expansion Project Electrical Inspection in accordance with Supplement 1.A of our Agreement dated April 27, 1971. Authorization to proceed dated July 14, 1978. Billing in accordance with Supplement 2. Services rendered for the period through June 19, 1981 for Adjustment of 1978 and 1979 Projected Overhead Costs to 1978 and 1979 Audited Overhead Costs.

Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

10. Received invoice of Bonar & Associates, Inc. in the amount of $1,500 approved by the Director of Transportation and the Street Engineering Department for environmental services pertaining to the State Boulevard Project.

Approved and ordered paid from LRS Account 402-138-338-21-4265.

11. Received invoice of Butler, Fairman & Seufert, Inc. in the amount of $2,882.15 approved by the Street Engineering Department covering engineering services pertaining to the St. Joe Road project (SR #37 to Evard Road) ACR-4-71. City's responsibility is 59% per agreement dated October 29, 1979.

Approved and ordered paid from LRS Account 402-138-338-05-4265.

12. Received invoice #1 of ESEI, Inc. in the amount of $11,447.00 approved by the Water Pollution Control Engineering Department for work performed on the Inbalco I/I Analysis for period 6/11/81 thru 7/31/81.

Approved and ordered paid from Water Utility Fund by City Utilities.

13. Received Agreement for Sewer Extension between Rev. Raymond E. Weber and Lois W. Weber and the CITY OF FORT WAYNE, INDIANA, for the construction of a sanitary sewer near intersection of Washington Center Road and Kruse Drive.

Approved.

Ordered sent to the Common Council on Tuesday, November 10, 1981 at 8 p.m.

14. Received the following Change Orders prepared by the Water Pollution Control Engineering Department:

a. ST. JOE INTERCEPTOR INTERCONNECT
C-180599-06
ROCCO FERRERA & CO., INC.

Resolution No. 310-80, Phase I SEWER

Change Order	#1	increase of $	10,934.79
	#2	"	83,283.00
	#3	"	57,776.40
	#4	"	98,457.20
	#5	"	31,050.00

b. BUSCH, INC.

Resolution No. 310-80, Phase II SEWER

Change Order	#1	increase of $	16,158.55
	#2	"	23,913.00

c. JOE R. NORMAN CONTRACTORS, INC.

Resolution No. 310-80, Phase III SEWER

Change Order #2 increase of $ 87,477.50

d. ROCCO FERRERA & CO., INC.

Resolution No. 310-80, Phase IV SEWER

Change Order	#2	increase of $	96,375.00
	#3	"	79,556.50

Change Orders approved.
Ordered sent to the Common Council on Tuesday, November 10, 1981 at 8 p.m.

15. Received the following Change Order prepared by the Water Pollution Control Engineering Department:

a. ST. JOE INTERCEPTOR INTERCONNECT
C-180599-06

EARTH CONST. & ENGR., INC.

SEWER RES. NO. 318-80

Change Order No. 1 increase of $12,617.40

Approved.
Ordered to Council on Tuesday, November 10, 1981 at 8 p.m.

16. Received the following Change Order prepared by the Water Pollution Control Engineering Department:

a. NORTH MAUMEE INTERCONNECT INTERCEPTOR
C-180599-08

ROCCO FERRERA & CO., INC.
Sewer Res. No. 330-80, Phase I
Change Order No. 1 increase of $ 95,876.80

Approved.
Ordered to Council on Tuesday, November 10, 1981 at 8 p.m.

17. Received the following Change Order prepared by the Water Pollution Control Engineering Department:

a. JUNK DITCH INTERCONNECT INTERCEPTOR
C-180599-09

WINZELER EXCAVATING CO., INC.
Sewer Res. No. 351-80

Change Order No. 1 increase of $ 49,859.15

Approved.

Ordered sent to the Common Council on Tuesday, November 10, 1981 at 8 p.m.

18. Received inspection report from the Water Engineering Department and Completion Affidavit of T - G Excavating, Inc. for Water Resolution No. 1023-80 - ORLANDO DRIVE WATER MAIN EXTENSION.

Approved.

Ordered acceptance letter written.

19. Received inspection report from the Water Engineering Department and Primary Assessment Roll for Water Resolution No. 1023-80 - ORLANDO DRIVE WATER MAIN EXTENSION.

Approved.

Primary Assessment Roll approved.

Advertise Notice of Assessment. on November 6 and 13, 1981.

Hearing on Confirmation of Assessment Roll Thursday, November 19, 1981 at 3:30 p.m.

Mail notices on November 13, 1981.

20. Received inspection report from the Street Lighting Engineering Department and Primary Assessment Roll for Street Lighting Resolution No. 149-80 for the installation of ornamental lighting system with underground wiring in VILLAGE WOODS ADDITION.

Approved.
Primary Assessment Roll approved.
Advertise Notice of Assessment on November 6 and 13, 1981.
Hearing on Confirmation of Assessment Roll Thursday, November 19, 1981 at 3:30 p.m.

Mail notices on November 13, 1981.

21. Received the following requests for barricading areas: Permits issued.

1. Zumbrum Const. Co., 3110 Edward, on Oct. 12, 1981 for 30 days around the clock.

   PURPOSE: Excavating basement 100 block W. Superior Street.

2. Interstate Glass Co., 5121 Executive Blvd., Oct. 13, 1981 from 7:30 a.m. to 4:00 p.m. barricade 100 E. Washington.
   PURPOSE: Glaze walk over bridge.

3. G & L Corp., 3101 Brooklyn, to barricade Oct. 14 and 16, 1981 from 7:00 a.m. to 8:00 p.m. sidewalk on S. Calhoun in 900 block.
   PURPOSE: Moving safe deposit boxes.

4. Bethlehem Lutheran Church, 3705 S. Anthony, October 17, 1981 from 8:00 a.m. to 4:00 p.m. - barricade Euclid between Oxford and Rudisill.
   PURPOSE: Block entrance of Church for Carnival.

5. NIPSCO, 1501 Hale, on Oct. 15 and 16, 1981 from 7:30 a.m. to 4:00 p.m. barricade east of Court St. on E. Berry (hood meters).
   PURPOSE: Install service for 731 Court St.

6. Bryan Roofing Co., 7501 Ideal Ave., to barricade on Oct. 16, 1981 for 15 days from 6:00 a.m. to 6:00 p.m. Sidewalk on north side of Humphrey St. by Falstaff.
   PURPOSE: Repairing roof on Falstaff Building.

7. Martin, Inc., 4315 Meyer Road, to barricade on Oct. 19, 1981, from 7:30 a.m. to 4:30 p.m. - North bound lane of Harrison and intersection of Lewis and Harrison.
   PURPOSE: Demolition of building.

8. N & W Railroad, Nelson Road, on Oct. 19, 1981 for two weeks around the clock barricade Mac Arthur Drive in 3200 block.
   PURPOSE: Repair RR crossing.

9. Mrs. Ross Adair, 813 Three Rivers Apt. North, to barricade on Oct. 21, 1981 from 6:00 a.m. to 2:30 p.m. - 400 block Berry Street from Fairfield to Ewing.
   PURPOSE: Parking for dignitaries attending Prayer Breakfast.

10. NIPSCO, 1501 Hale, to barricade on Oct. 21 and 22, 1981 around the clock - Hood meters on west side of Barr from Main to alley.
    PURPOSE: Cutting off service at 710 S. Barr.

11. Home Loan & Savings Assoc., 132 E. Berry, on Oct. 23 and 26, 1981 at 8:00 a.m. to barricade Freimann Square from just west of park sidewalk east to Barr Street.
    PURPOSE: Provide tent space to be erected for 10,000 Meter Run on Oct. 25, 1981.

12. Home Loan & Savings Assoc. 132 E. Berry, to barricade on Oct. 25, 1981 from 1:30 p.m. to 2:15 p.m. barricade Main Street from Harrison to Lafayette.
    PURPOSE: Home Loan 10,000 Meter Run.

22. Received Contract by and between HAGERMAN - SHAMBAUGH, joint bidders, and the CITY OF FORT WAYNE, INDIANA, for the construction of PHASES A,B AND C - ADVANCED WASTEWATER TREATMENT IN THE AMOUNT OF $12,938,000.00 prepared by H.N.T.B (Steeg Div.) signed by U.S. Fidelity & Guaranty Company.
ESCROW AGREEMENT ACCOUNT IS WITH Lincoln National Bank & Trust Company.

Approved and ordered sent the Common Council on Tuesday, November 10, 1981 at 8:00 p.m.

Meeting adjourned at 10:15 a.m.

Robert Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Thursday, October 29, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten Sandra Kennedy
1. HEARING ON CONFIRMATION:	CONFIRMED.
Sewer Improvement Resolution No. 353-81 (IDLEWOOD DRIVE SANITARY SEWER) for the construction of a sanitary interceptor sewer, which from its size and charater is intended for use by property holders whose property abuts along the line of said sewer.	Advertise Notice to Contractors on November 6 and 13, 1981. Receive bids on Wednesday, November 18, 1981 at 9 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.

Meeting adjourned at 4:15 p.m.

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Tuesday, November 3, 1981

EMERGENCY BOARD OF PUBLIC WORKS MEETING

City Clerk's Office
Room 122 City-County Building
Meeting held at 7:35 p.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS BRUCE BOXBERGER, RICHARD I. SNOUFFER Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B.R. Collins Bruce Boxberger, Richard I. Snouffer Sandra Kennedy
1. Due to the fact that Council would not approve contract with National Serv-All submitted October 14, 1981 and due to the recommendation of City Attorney, Bruce Boxberger, Board resigned SOLID WASTE COLLECTION CONTRACT with National Serv-All effective this date. Action is pursuant to I.C. 5-14-1.5-5 Emergency Meeting Provisions.	Approved. A true copy is incorporated herein. Contract of National Serv-All presented to Common Council.

Neeting adjourned at 7:50 p.m.

Robert Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

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Wednesday, November 4, 1981

Department of Public Works
Office of the Board
Room 910, City County Building
Meeting held at 9 a.m.

	T.W. LATCHEM, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B.R. Coll Sandra Kennedy
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Resurfacing Resolution No. 5919-81 to improve by resurfacing and restoring pavement as designated on the following streets: ROCKHILL, LAVINA, UNION AND NELSON STREETS and SWINNEY PARK PLACE.	Award contract to Wayne Asphalt & Construction Co., Inc. for their bid in the amount of $48,776.42 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract. Affirmative Action has been cleared with Compliance Officer.
4.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Resolution No. 5923-81 to construct curbs and sidewalks where needed as designated on CORTLAND AND SHORT STREETS (Northwest Central, Phase V- "B").	Award contract to Hipksind Concrete Company at and for their bid in the amount of $26,762.25 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract. Affirmative Action has been cleared with Compliance Officer.
5.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Curb and Sidewalk Resolution No. 5925-81 to construct 6' wide curbface walk on both sides of East Woodland Avenue from the east property line of Warsaw to west property line of first alley east of Warsaw - (Known as LaREZ NEIGHBORHOOD, PHASE IV - "C").	Award contract to Hipskind Concrete Company at and for their bid in the amount of $11,101.15 subject to councilmanic approval. Ordered the Street Engineering Department to prepare contract. Affirmative Action has been cleared with Compliance Officer.

6. Received private sidewalk applications:

Approved and permits issued.

3910 Coldwater ----------Huguenard Corp.
1312 Dodge --------------James Brunson, Inc.
444 W. Fleming ----------Simerman Const.
324 W. Pettit -----------Emil Holliday
202 W. Rudisill ---------Simerman Const.
1010 W. State -----------R.E. Crosby, Inc.

7. Received driveway applications:

Approved and permit issued.

3910 Coldwater Rd. ------------Huguenard Corp.
444 W. Fleming ----------------Simerman Const.
2334 Hoagland -----------------F.W. Const.
4618 E. State -----------------Rieth-Riley Const,

8. Received plat of Cook Road Industrial and Research Center, Section One submitted and approved by the City Plan Commission.

Approved.

9. Received CONSENT TO OVERHEAD WALKWAY OVER ALLEY between the Board of Public Works of the City of Fort Wayne, Indiana, and the 203 Berry Corporation to hereby acknowledge its consent to the existence of the overhead walkway joining the Standard Building located at Lot No. 95 of the original plat and the parking garage located at Lot no. 88 of the original plat which overhead walkway is three feet in width and is located over the 14 foot alley and public easement connecting Clinton Street with Barr Street in Fort Wayne, Indiana. (area terminus on Clinton Street between Main and Berry Streets).

Approved.

A copy is on file in the Board of Public Works.

10. RESOLUTION NO. 71-109-10

Approved.

WHEREAS, the FORT WAYNE REDEVELOPMENT COMMISSION has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alleys situated in Fort Wayne, Allen County, to-wit:

North-South public alley to be vacated in Block #4, Civic Center II Renewal Project for the Conservatory Building, Downtown Revitalization Area - Lewis Street and Douglas between Calhoun and Harrison Streets.

11. RESOLUTION NO. 71-109-11

Approved.

WHEREAS, EMILY BEDREE AND MARY BEDREE have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alley situated in Fort Wayne, Allen County, to-wit:

An alley, 12 feet in width, bordered on the north and south sides by Lots 26 through 30 in Baldwin Heirs Addition as in Plat Book 9 B, p. 52 in the Office of the Recorder of Allen County, Indiana.

12. Received invoice of Robert L. Kelley in the amount of $1,005.00 for appraising, inspecting, photographIng and making reports to the Board regarding abandoned vehicles for the months of August, September and October, 1981.

Approved.

13. Received street cut applications: Approved and permits issue

E. side of Abbott s/Fairwood (2) --- NIPSCO
2700 Abbott (alley) --- "
4113 S. Anthony --- "
3711 Avondale --- "
407 W. Berry --- Land Excav.
1618 - 1620 E. Berry --- C.U.
305 W. Brackenridge --- "
1209 Burgess --- NIPSCO
(alley) E/Calhoun, N/ Washington
and right of One Summit Sq. --- Gen. Tele. of Ind.
2821 Calhoun --- J & G Water & Sewer
906 S. Calhoun --- NIPSCO
1900 blk. Carew --- "
501 Charlotte --- C.U.
2321 N. Clinton --- "
W/Coldwater Road (2) --- NIPSCO
1222 N. Coliseum --- C.U.
SE cor. Cubmerland & alley --- NIPSCO
2908 Curdes --- "
5605 Bowser --- "
5808 Breconshire --- "
917 Eliza --- J & G Water & Sewer
2318 Fairfield --- "
115 W. Fourth (2) --- C.U.
Gay St. (16) --- NIPSCO
2520 Gay --- "
1430 Gay --- "
7129 Great Bear Ct. --- C.U.
4615 S. Hanna --- NIPSCO
Hartzog Dr. s/E. State --- Ind. & Mich.
2711 Independence --- NIPSCO
2530 Independence --- "
1414 Inwood --- "
229 E. Pontiac --- "
2129 John --- "
1546 Kitch --- C.U.
1548 Kitch --- NIPSCO
3705 S. Lafayette --- C.U.
2717 S. Lafayette --- NIPSCO
4422 Lake --- "
2118 Laverne --- "
Lavina & Jackson --- C.U.
E. Lewis (alley) --- NIPSCO
600 W. Main --- Shambaugh & Son
Mulberry & Ardmore --- C.U.
4100 Northrop --- "
1210 E. Pontiac --- NIPSCO
301 Putnam --- C.U.
1800 Reed Rd. --- Graber & Graber
2023 Reed Rd. --- NIPSCO
800 W. Rudisill --- "
3203 Sandpoint Rd. --- WL Anderson
2933 Sherman --- NIPSCO
1215 Spring --- C.U.
E. State E/Beacon --- "
452 E. Suttenfield --- "
414 E. Suttenfield --- "
1018 Tennessee --- NIPSCO
1511 Wabash --- R & A Plumb.
1024 Walter --- NIPSCO
E. Washington /918 S. Anthony --- "
130 W. Wayne (alley) --- "
235 W. Dewald --- "
420 E. Wildwood --- "
212 E. Williams (prkstrp) --- C.U.
1213 Winter --- Griffin Enter.
2826 Winter --- C.U.
324 E. Woodland (alley) --- NIPSCO
5320 Yorkshire --- C.U.
710 S. Barr --- "
305 W. Brackenridge --- "
920 Catilina --- "
4305 Fairlawn --- "
4225 Old Mill Rd. --- "
416 E. Pettit --- "
1322 Taylor --- "

14. RESOLUTION NO. 71-111-14

Approved.

WHEREAS, PARK E. ROUSSEY has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public plat and street situated in Fort Wayne, Allen County, Indiana, to-wit:

Slocum Trail and

Part of the East half of fractional Section 17, Township 31 North, Range 13 East, Allen County, Indiana.

15. Received invoice of Hipskind Concrete Corp. in the amount of $21,082.44 approved by the Street Engineering Department for Resolution No. 5903-81 for NORTHWEST CENTRAL, PHASE V.

Approved and ordered paid by Community Development and Planning.

16. Received Change Order #2 of Rieth-Riley Construction Company, Inc. in the amount of $8,810.50 approved by the Street Engineering Department covering Resolution No. 5902-81 for NEBRASKA NEIGHBORHOOD, PHASE VI.

Approved and ordered sent to the Common Council on Tuesday, November 24, 1981 at 8 p.m.

17. Received invoice of Gateway Construction Company in the amount of $8,070.06 approved by the Street Engineering Department for Resolution No. 5909-81 OXFORD NEIGHBORHOOD, PHASE VI - A. (Retainage).

Approved and ordered paid by Community Development and Planning.

18. Received invoice of Gateway Construction Company in the amount of $7,299.19 approved by the Street Engineering Department covering Resolution No. 5906-81 - LaREZ NEIGHBORHOOD, PHASE IV. (Retainage).

Approved and ordered paid by Community Development and Planning.

19. Received invoice of Moellering Construction Co., Inc. in the amount of $426.25 approved by the Street Engineering Department for repair of sewer tap at Brooklyn Avenue site.

Approved and ordered paid by LRS Account 138.

20. Received from the Purchasing Agent the quotations for proposed purchase of three backhoe trailers for the Water Maintenance and Service Department:

INDIANA EQUIPMENT	---	$15,925.00
WEISS MACHINERY	---	12,740.00
ALLEN COUNTY TRACTOR	---	12,464.35
KORTE BROS.	---	9,000.00

Through the recommendation of the purchasing agent the bid of KORTE BROS. in the amount of $9,000 under Purchase Order 009980 was accepted.

Ordered sent to the Common Council Tuesday, November 10, 1981 at 8 p.m.

21. Received from the Purchasing Agent the quotations for proposed purchase of one 1981 BACKHOE LOADER for the Water Maintenance and Service Department:

TRI-RIVER TRACTOR	---	$22,238.00
ALLEN COUNTY TRACTOR SALES	---	27,748.32
WEISS MACHINERY CORP.	---	27,924.00
MACDONALD MACHINERY	---	28,928.60

Through the recommendation of the purchasing agent the bid of TRI-RIVER TRACTOR in the amount of $22,238.00 under Purchase Order 009979 was accepted.

Ordered sent to the Common Council on Tuesday, November 10, 1981 at 8 p.m.

22. Received final plans, specifications and estimate for Water Contract 81-XP-3 prepared by the Water Engineering Department for Water Main Extension on WASHINGTON CENTER ROAD from GR & I Railroad eastward to existing main.	Approved. Advertise Notice to Contractors November 13 and 20, 1981. Receive bids on Wednesday, November 25, 1981 at 9 a.m. Ordered the Water Engineering Department to prepare bid documents.
23. Received invoice #3 of Bercot, Inc- in the amount of $5,343.30 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 309-79 - HARBER DITCH INTERCEPTOR, PHASE III.	Approved and ordered City Utilities to pay FINAL invoice in the amount of $5,343.30 from the Water Pollution Control Utility Fund.
24. Received request from the Water Pollution Control Engineering Department that ESCROW at Indiana Bank & Trust Company be released in the amount of $21,936.08 to Bercot, Inc. for Sewer Resolution No. 309-79 HARBER DITCH INTERCEPTOR, PHASE III.	Approved. Ordered release of escrow to Bercot, Inc.
25. Received inspection report from the Water Pollution Control Engineerng Department and Completion Affidavit of Bercot, Inc. for SEWER RESOLUTION 309-79 - Harber Ditch Interceptor, Phase III.	Approved. Ordered acceptance letter written.
26. Received request from the Water Pollution Control Engineering Department that retainage of JOHN DEHNER, INC. in the amount of $11,162.68 on Agreement S-75-80 (HARBER DITCH SEWER EXTENSION AGREEMENT FOR PHASE III EXTENDED 309-79) be released.	Approved. Ordered City Utilities to release amount of $11,162.68. Payment is to be made from the Water Pollution Control Utility Fund.
27. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of JOHN DEHNER, INC. for Harber Ditch Sewer Extension Agreement Phase III S-75-80.	Approved. Ordered acceptance letter written.
28. Received Special Sewer Permit for NORTHWEST WASHINGTON GROUP prepared and approved by the Water Pollution Control Engineer for sanitary sewer known as WASHINGTON CENTER ROAD - Signature Inn Off-site Sanitary Sewer. Porter Construction, Inc. will perform the construction work. 25% Maintenance Bond is to be furnished at time Completion Affidavit is filed.	Approved and Special Sewer Permit issued. Board Order 122-81.
29. Received Water Contract No. 8106 prepared by the Water Engineering Department between IDEAL AUTO PARTS and the FORT WAYNE WATER UTILITY of City of Fort Wayne, Indiana, for construction of water main to serve west side of Ideal Avenue (L. HUNTINGTON ROAD).	Approved. Ordered sent to Water Engineering for handling.

30. Received inspection report from the Water Engineering Department and Completion Affidavit of Brooks Construction Company, Inc. with Guaranty Bond in the amount of $1,550.00 signed by American States Insurance Company for Water Contract 8002 - 5410 North Coldwater Road Water Main.	Approved. Ordered acceptance letter written.
31. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $112.25 approved by the Street Engineering Department covering professional services pertaining to environmental on Crescent Avenue. This covers the period from July 6, 1981 through September 26,, 1981.	Approved and ordered paid from LRS Account 402-138-338-06-4265.
32. Received invoice #2 of ESEI, Inc. in the amount of $9,406.00 approved by the Water Pollution Control Engineering Department for work performed on the INRALCO I/I ANALYSIS.	Approved and ordered paid from Water Utility Fund by City Utilities.
33. Received invoice #12 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $12,572.68 approved by the Water Pollution Control Engineering Department for Engineering Services for the COMBINED SEWER OVERFLOW STUDY. Invoice is for period of 8/31/81 thru 9/12/81.	Approved and ordered paid by City Utilities from the Water Polluton Control Utility Fund. Escrow payment of $2218.71. at Lincoln Nat'l. Bank.
34. Received invoice of McNamee, Porter and Seeley in the amount of $5,539.80 approved by the Director of Water Resources for engineering services for Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. (Invoice #70-10-210-01-40).	Approved and ordered paid by City Utilities from Water Utility Fund.
35. Received invoice #21 of Shambaugh & Son, Inc. in the amount of $17,200.00 approved by the Director of Water Resources for Water Contract 77-W-3 - WATER WORKS IMPROVEMENTS ST. JOSEPH DAM AND PUMP STATION.	Approved and ordered paid by City Utilities from the Water Utility Fund.
36. Received invoice #32 of HAGERMAN / SHAMBAUGH, joint bidders, in the amount of $708,159.15 approved by Director of Water Resources for Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved and ordered paid by City Utilities from the Water Utility Fund. C.U. to pay $62,820.08 and $645,339.07 Released from Escrow Acct. at Ft. Wayne National Bank.
37. Received invoices of Custom Video Corp. in the amount of $2,934.60 and $3269.20 (total: $6203.80) for cablecasting City Council (their invoice nos. #85 and #113.)	Approved and ordered paid from Account 402-166-166-4201.
38. Received invoice of Custom Video Corp. in the total amount of $7,970.49 for cablecasting work and materials used for City Council (their invoice #130.)	Approved and ordered paid from 402-166-166-4701.

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39. Received requests for the following barricades: All permits issued.

a. Winzeler Excavating, Inc. to barricade on 10-23-81 from 9:00 a.m. to 11:00 a.m. - Covington Road at Jefferson Blvd. and South Bend Drive. PURPOSE: Permanent patch of street.

b. Interstate Glass, 5121 Executive Blvd., to barricade on 10-24-81 from 7:30 a.m. to 4:00 p.m. 100 block of E. Washington St. PURPOSE: Install glass in bridge at One Summit Square.

c. John Dehner, Inc., 1206 Clark, to barricade from 10-26-81 thru 10-29-81 around the clock - Hessen Cassel Rd. from McKinnie to Paulding Road.
PURPOSE: Federal Sewer project.

d. N. & W. Railroad, Nelson Road, to barricade starting 10-26-81 for two weeks around the clock McKinley between Brown and Ontario.
PURPOSE: Rebuild tracks. (R.R.)

e. NIPSCO, 1501 Hale, barricade on 10-28-81 and 10-29-81 around the clock alley north of W. Wayne between Harrison and Calhoun.
PURPOSE: Working on Meyers & McCarthy Building.

f. Catholic Diocese of Ft. Wayne - So. Bend to barricade Oct. 28, 1981 at 2:00 p.m. for 10 minutes and 8:00 p.m. for 10 minutes.
PURPOSE: People crossing street.

g. Rocco Ferrera Company, Inc. to barricade on 10-30-81 from 9:00 a.m. to 3:00 p.m. Delta between Lake and Columbia.
PURPOSE: Federal Sewer Project.

40. Received Grant of Easement for Water Main whereby Brotherhood Mutual Insurance Company grants and conveys to the City of Fort Wayne, Indiana, a right-of-way and easement 14 feet wide lying within the Northwest Quarter of the Southeast Quarter of Section 14, Township 31 North, and Range 12 East, Allen County Indiana. (Contract #7913).

Approved.

Copy filed in the vault of Board of Public Works.

Meeting adjourned at 10:25 a.m.

Robert Anderson

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Thursday, November 12, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten B.R. Collins Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received private sidewalk application:	Approved and permit issued.

1913 Kenwood ------------------Ned Keener Const.

4. Received driveway applications:	Approved and permits issued.

329, 333, 339 and 341 E. Berry --- Hipskind Asphalt
1913 Kenwood --------------------- Ned Keener
1815 Trinity --------------------- Form & Pour Concrete
1010 West State ------------------ R.E. Crosby

5. Received street cut applications:	Approved and permits issued.

1145 Barr --- NIPSCO
400' along 2000 blk. --- "
Beacon St. --- "
537 E. Brackenridge (alley) --- "
4337 Bowser --- C.U.
Bowser & Eckart --- "
3437 Broadway --- "
3002 Brooklyn --- G & L Corp.
436 E. Washington --- NIPSCO
3939 N. Clinton --- "
Coldwater Rd. & Stranton Dr. --- Gen. Tele. C.U.
Coliseum & Schele --- "
241 E. Concord --- "
2100 Covington --- "
Crescent & Hazelwood --- "
348 W. Darrow (alley) --- Shoda Enter.
1221 Eckart --- NIPSCO
1209 Eckart --- "
Franke Park Dr. --- "
1635 Franklin --- "
2727, 2815, 2921 and 3337 Freeman --- "
N. Glendale & Crandon --- C.U.
721 Hugh --- "
E. right-of-way bet McArthur Dr. and Baerfield Thruway --- Gen. Tele.
8710 Indianapolis Rd. --- Indus. Piping & Engr.
4123 W. Jefferson --- NIPSCO
2716 John --- "
Kentucky (1102 E. State) --- "
Lafayette & Weibke --- C.U.
Lake & Pinehurst --- "
4503 McMillan Pk. Dr. --- "
4341 McMillan Pk. Dr. --- "

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McMillan Pk. Dr. & McKinnie --- C.U.
McMillan Pk. Dr. & Schaper Dr. --- "
2634 McKinnie --- "
2611 Marcy Lane --- "
400 blk. Maxine --- "
3110 S. Monroe (alley) --- NIPSCO
2416 New Haven --- "
1329 Normandale --- "
Norcrest & Catalina --- "
4130 Patrick Lane --- "
4602 Plaza Dr. --- C.U.
535 E. Ponitac --- NIPSCO
W. side of Potwatame from --- "
White Eagle southward --- F.W. Water Engr.
820 Putnam --- NIPSCO
1639 Reckeweg --- Reichert Bldrs.
1710 Reckeweg --- "
1636 Reckeweg --- "
1624 Reckeweg --- "
1022 Rockhill --- N.S. Plumb. & Heating
909 W. Rudisill --- Weikel Line Co.
St. Joe Ctr. Rd. intersec.
Meadowbrook Dr. --- Ft.Wayne Water Engr.
St. Joe Ctr. Rd. - East at
St. Joe Rd. --- "
1710 St. Joe River Dr. --- NIPSCO
2701 Spring --- "
E. State at Arrow Wood --- Ft. Wayne Water Engr.
4628 E. State --- NIPSCO
1200 blk. Sylvia --- C.U.
4136 Patrick Lane --- NIPSCO
1404 Trick --- "
220 E. Wallace --- C.U.
913 S. Calhoun (alley) --- NIPSCO
Weibke & S. Clinton --- C.U.
1010 & 1014 Wells --- "
232 E. Williams --- "
3105 S. Anthony (alley) --- NIPSCO
4705 S. Anthony --- "
W. Coliseum at Glenbrook --- "
137 E. Dewald --- "
3206 Robinwood --- "
939 Woodview --- "

6.	Received invoice #1 of Gaines Construction Company, Inc. in the amount of $31,628.25 approved by the Street Engineering Department covering Resolution No. 5917-81 - WEST CENTRAL, Phase VII.	Approved and ordered paid by Community Development and Planning.
7.	Received Special Sewer Permit for Mike McDonald prepared by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as IDEAL AVENUE SANITARY SEWER EXTENSION. 25% Maintenance Bond is to be furnished by Bercot-Gibson Construction Company when Completion Affidavit is filed.	Approved and Special Sewer Permit issued.
8.	Received invoice of Hipskind Asphalt Corporation in the amount of $37,693.63 approved by the Street Engineering Department covering Resolution No. 5915-81 RESURFACING GROUP #4 (Thieme Dr., Third St. and Burgess St.)	Approved and ordered paid by Community Development and Planning.
9.	Received invoice of Simerman Construction Company, Inc. in the amount of $740.00 approved by the Street Engineering Department covering miscellaneous work performed on southwest corner of Oneida and Rivermet Avenue.	Approved and ordered paid from 402-138-338-99-4265 under P.O. A-13194.

10.	Received invoice of Hipskind Asphalt Corporation in the amount of $47,469.43 approved by the Street Engineering Department covering Resolution No. 5912-81 RESURFACING GROUP #1 (Oak, Hugh, Gay Eliza and Harmar Streets).	Approved and ordered paid by Community Development and Planning.
11.	Received invoice of Clyde E. Williams and Associates, Inc. in the amount of $10,592.08 approved by the Traffic Engineering Department covering professional services per Engineering Agreement dated April 8, 1981 and letter of authorization dated April 27, 1981 for services from 8-31-81 thru 9-26-81 re: CONSTRUCTION ENGINEERING COLISEUM BLVD. SIGNAL INTERCONNECT.	Approved and ordered paid from LRS Account 402-138-338-11-4265.
12.	Received invoice #202898 of Dreibelbiss Title Company, Inc. in the amount of $300.00 approved by the Street Engineering Department for professional services pertaining to a 50 year title search in the name of Fort Wayne and Jackson Railroad Company. Search ordered by City of Fort Wayne, Indiana. (EWING - FAIRFIELD - WELLS STREET BRIDGE).	Approved and ordered paid from LRS Account 402-138-338-03-4265.
13.	Received Engineering Agreement dated June 17, 1981 between the CITY OF FORT WAYNE, INDIANA, and RONALD L. BONAR & ASSOC., INC. providing for the furnishing of engineering services in connection with : STATE BOULEVARD (Reed Road to Lahmeyer Drive) Project: M-F568-(2).	Approved. H.I. Ordered sent to the Common Council on Thursday, November 24, 1981 at 8 p.m.
14.	Received Agreement dated October 7, 1981 by and between the State of Indiana, acting by and through the Indiana Department of Highways and the City of Fort Wayne, Indiana, by and through the Board of Public Works for CITY-STATE Agreement for State Boulevard (Reed Road to Lahmeyer Drive) Project: M-F568 (2).	Approved. A true copy is incorporated herein.
15.	Due to Notice to Property Owners not being mailed Board deems it necessary to re-advertise for Water Main Improvement Resolution No. 1024-81 - for the construction of water main in and along LUDWIG ROAD from Sharon Drive westwardly 2205 + feet to east right-of-way of State Road #3.	Approved and adopted on October 28, 1981 Advertise Notice to PROPERTY OWNERS on November 20 and 27, 1981. Hearing on Confirmation Thursday, December 3, 1981 at 3:30 p.m. Mail notices November 25, 1981.
16.	Received a request from L.I. Griffin, 4920 S. Monroe, for permission to barricade around the clock November 16, 1981 for two weeks one lane of Main Street - southeast bound lane between Clinton and Barr Street. PURPOSE: Demolition of building 220 E. Main.	Approved and permit issued.
17.	Received request from Downtown Ft. Wayne Assoc., 826 Ewing, for permission to barricade Court Street at Berry, Main and on the west side at Clinton. and Main on the east side at Calhoun Street on Nov. 25, 1981. PURPOSE: Provide security for pedestirans at annual Christmas Shopping season and tree lighting ceremony.	APproved and permit issued.

18. Received request from Salvation Army, 1725 S. Calhoun, at all times on Nov. 27, 1981 thru Dec. 24, 1981 to barricade at all times sidewalk at Wayne and Calhoun. PURPOSE: Place a kettle for raising funds. — Approved and permit issued.

19. Received a request from Brooks Construction Company, Inc.. 1123 Barthold, to barricade Broadway between Jefferson & Washington on Nov. 9, 1981 thru Nov. 12, 1981 around the clock. PURPOSE: Remove and replace street. — Approved and permit issued.

20. Received the following requests for barricades. — All permits issued.

(a) Waynesfield Const. Co., 700 Franke Park, for permission to barricade Dunwood between N. Clinton and Spy Run on Oct. 29, 1981 for two weeks around the clock. PURPOSE: Replace concrete street.

(b) Woodview Manor Apartments, 3506 Timberhill Dr., to hold a halloween parade on October 30, 1981 from 5:30 p.m. to 6:30 p.m. with approximately 100 persons.

(c) Received request from Darla Porter - St. Francis College Mission Club, 2701 Spring St., for permission to have a parade on October 31, 1981 from 9:00 a.m. to 4:00 p.m. PURPOSE: Walk-a-thon.

(d) Martin Wrecking Co., to barricade Calhoun and Lewis on 11-6-81 from 3:00 a.m. to 6:00 a.m. PURPOSE: Demolition of buildings for Botanical Gardens.

(e) John Dehner, Inc. 1206 Clark, to barricade Wayne Trace between Pettit and Gretna on Nov. 6, 1981 for two weeks from 8:00 a.m. to 4:30 p.m. PURPOSE: Federal Sewer Projects.

(f) ROCCO FERRERA CO., to barricade Crescent Ave. from Tennessee on Nov. 6 and Nov. 9, 1981 from 8:00 a.m. to 3:00 p.m. PURPOSE: Sewer project.

(g) JOHN LEBSACK - East Congregation of Jehovah Witness - to barricade the west side of Radcliff Drive, south of Paulding Road for three blocks on Nov. 7 and 8, 1981 from 6:00 a.m. - till nifhtfall - 24 hours per day. PURPOSE: Construction of a Kingdom Hall.

(h) ALLEN COUNTY COUNCIL OF VETERAN ORGANIZATIONS to barricade various streets on November 10, 1981 from 7:00 p.m. to 8:00 p.m. PURPOSE: Veterans Day Parade.

Meeting adjourned 10:15 a.m.

Robert Anderson Nate

Betsy R Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

Wednesday, November 18, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R.A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

Approved and permit issued.

300 Brackenridge and
300 Baker ---------------Dailey Asphalt
200 E. Jefferson -------------Lengacher Const.
1619 Spring ------------------Wm. H. Geist
5125 Werling -----------------Schinnerer & Truemper

4. Received driveway application:
220 E. Foster Pk.Way ------------Graystone Const.
3024 N. Anthony ------------Sowers Concrete Const.
1010 W. State -------------------Robt. Crosby, Inc.

Approved and permits issued.

5. RECEIVE BIDS:

Sewer Improvement Resolution No. 353-81 for the construction of a sewer in and along IDLEWOOD DRIVE Sanitary Sewer.

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on Wednesday, November 25, 1981 at 9 a.m.

ALL STAR CONST.	---	$ 28,789.00
BERCOT, INC.	---	21,940.00
BROOKS CONST. CO.	---	40,504.90
L. W. DAILEY, INC.	---	23,838.50
JOHN DEHNER, INC.	---	36,975.90
EARTH CONST. & ENGR.	---	18,403.50
LENGACHER CONST. CO.	---	34,769.00
MOELLERING CONST. CO.	---	23,236.00
SCHEIDLEMAN EXCAVATING, INC.	---	16,012.20
T-G EXCAVATING, INC,	---	22,189.80

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6. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599-06

		PAYMENT:	ESCROW:	BANK:
(a)	ROCCO FERRERA & CO., INC. Est. #7 Res. No. 310-80, Ph. I	525,553.37	000	
(b)	BUSCH, INC. Est. #6 - Res. No. 310-80, Ph. II	105,718.75	000	
(c)	JOE R. NORMAN, CONTRACTOR, Est. #10 Res. No. 310-80, Ph. III	2,816.05	000	
(d)	ROCCO FERRERA & CO. Est. #10 Sewer Res. No. 310-80 Ph. IV	30,483.29	000	
(e)	L.W. DAILEY, INC. Est. #7 for Sewer Res. No. 311-80	23,770.32	2,691.14	Ind. Bank
(f)	WEITZEL CONST. CO., INC. Est. #10 for Sewer Res. No. 312-80	31,402.30	000	
(g)	EARTH CONST. & ENGR. INC. Est. #10 for Sewer Res. No. 313-80	31,058.60	000	
(h)	EARTH CONST. & ENGR., INC. Est. #9 for Sewer Res. No. 314-80, Ph. I	58,763.50	000	
(i)	BERCOT, INC. Est. #8 for Sewer Res. No. 314-80, Ph. II	11,381.64	000	
(j)	EARTH CONST. & ENGR. INC. Est. #9 for Sewer Res. No. 315-80	18,075.80	000	
(k)	EARTH CONST. & ENGR. Est. #6 for Sewer Res. No. 316-80	35,380.45	000	
(l)	JOHN HARTMAN CONST. INC. Est. #5 Sewer Res. No. 317-80	22,101.90	000	
(m)	EARTH CONST. & ENGR., INC. Est. #5 Sewer Res. 318-80	3,227.50	000	
(n)	SCHEIDLEMAN EXCAVATING, INC. Est. #3 Sewer Res. No. 320-80	2,262.77	000	

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

7. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA - C-180599-07

		PAYMENT	ESCROW	BANK:
(a)	WAYNESFIELD CONSTRUCTION CO. Est. #10 Sewer Res. No. 323-80	4,969.50	000	
(b)	BERCOT, INC. Est. #6 for Sewer Res. No. 324-80	4,725.00	000	
(c)	BERCOT, INC. Est. #5 for Sewer Res. No. 326-80	40,945.20	3,344.66	Ind. Bank
(d)	NORTH EASTERN CONST. CO. Est. #8 for Sewer Res. No. 327-80	75,359.00	000	
(e)	GROUND SERVICES, INC. Est. #9 for Sewer Res. No. 328-80	46,137.25	000	
(f)	SCHEIDLEMAN EXCAVATING, INC. Est. #7 for Sewer Res. No. 329-80	8,276.12	000	

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

8. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUDY AREA - C-180599-08

		INVOICE:	ESCROW:	BANK:
(a)	ROCCO FERRERA & CO., INC. Estimate #7 Sewer Res. No. 330-80, Phase I	$ 4,251.15	000	
(b)	JOHN DEHNER, INC. Estimate #8 Sewer REs. No. 330-80, Phase II	279,183.37	000	
(c)	BUSCH, INC. Estimate #6 Sewer Res. No. 331-80	000		
(d)	BUSCH, INC. Estimate #7 Sewer Res. No. 332-80	39,685.37	000	
(e)	JOHN DEHNER, INC. Estimate #3 Sewer Res. No. 333-80	26,864.02	2,984.89	Anthony Wayne Bank
(f)	BUSCH, INC. Estimate #4 Sewer Res. No. 334-80	5,823.09	000	
(g)	JOHN DEHNER, INC. Estimate #4 Sewer REs. No. 335-80	152,435.45	16,937.27	Anthony Wayne Bank
(h)	JOHN HARTMAN CONST. CONTRACTOR Estimate #7 Sewer Res. 338-80	8,124.68	000	

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

9. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH STUDY AREA C-180599-09

(a)	WINZELER EXCAV., INC. Estimate #5 Sewer Res. No. 342-80	$402,989.99	000	
(b)	NESS EXCAVATING, INC. Estimate #7 Sewer Res. No. 345-80	16,714.07	000	
(c)	WINZELER EXCAVATING, INC. Estimate #5 Sewer Res. No. 348-80	5,753.60	000	
(d)	T - G EXCAV., INC. Est. #3 Sewer Res. No. 349-80	24,820.51	2,757.83	Anthony Wayne Bank
(e)	NESS EXCAVATING, INC. Est. 4 Sewer Res. No. 350-80	11,970.27	1,330.04	Lincoln Nat'l.
(f)	WINZELER EXCAVATING, INC. Est. #5 Sewer Res. No. 351-80	12,192.26	1,354.70	Lincoln Nat'l.
(g)	BERCOT, INC. Est. #1 Sewer Res. No. 352-80	22,012.79	2,445.87	Indiana Bank

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

10. Received Contract, Guaranty and Liability Bonds of Gaines Construction Company, Inc. in the amount of $5,745.94 prepared by the Street Engineering Department signed by State Auto Mutual Insurance Company for Improvement Resolution No. 5910-81 - Barnhart Avenue.

Approved and ordered sent to the Common Council on Tuesday, November 24, 1981 at 8:00 p.m.

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11.	Received invoice of Butler, Fairman & Seufert, Inc. in the amount of $2,205.12 approved by the Street Engineering Department for engineering services performed pertaining to the St. Joe Road Project. Payment is to be made to the Treasurer of Allen County, Indiana, representing 59% City's share.	Approved and ordered paid from LRS Account 402-138-338-05-426
12.	Invoice of Hipskind Concrete Corp. in the amount of $17,664.30 approved by the Street Engineering Department covering Resolution No 5920-1981 CREIGHTON CAPITAL IMPROVEMENT PHASE B.	Approved and ordered paid by Community Development and Planning.
13.	Received invoice of Weikel Line Company, Inc. in the amount of $10.822.71 approved by the Street Lighting Engineering Department covering Street Lighting Resolution No. 154-81.	Approved and ordered paid by Community Development and Planning.

14. Received the following Change Orders for designated Sewer Improvement Projects:
NOTE: All sent to the Common Council on Tuesday, November 24, 1981 at 8 p.m.

A. ST. JOSEPH INTERCONNECT INTERCEPTOR - C-180599-06

1.	Res. No. 311-80 L. W. DAILEY, INC.	C.O. #1	$ 8,762.00
2.	Res. NO. 312-80 WEITZEL CONST., INC.	C.O. #2	13,104.00 decrease
		#3	90,280.00
3.	Res. No. 313-80 EARTH CONST. & ENGR., INC.	C.O. #1	4,695.00 decrease
		#2	12,637.50
		#3	32,135.74
4.	Res. No. 314-80, Ph. I EARTH CONST. & ENGR., INC.	C.O. #1	23,445.00
5.	Res. No. 314-80, Ph. II BERCOT, INC.	C.O. #2	13,312.50
6.	Res. No. 315-80, EARTH CONST. & ENGR., INC.	C.O. #1	13,912.50
7.	Res. No. 316-80 EARTH CONST. & ENGR., INC.	C.O. #1	6,365.00
8.	Res. No. 317-80 JOHN HARTMAN CONST., INC.	C.O. #1	6,050.00
9.	Res. No. 319-80 EARTH CONST. & ENGR., INC.	C.O. #1	15,000.00
10.	Res. No. 320-80 SCHEIDLEMAN EXCAV., INC.	C.O. #1	5,140.00

15.	Re: WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT - AWT, PHASES A, B AND C. In accordance with contract dated October 28, 1981 with the City of Fort Wayne and HAGERMAN - SHAMBAUGH, joint bidders, Contractor directed to start work on project effective November 17, 1981 with completion calculated as 730 consecutive calendar days from and including date of commencement.	Approved.

16. Received the following Change Orders for designated Sewer Improvement Projects:
NOTE: All sent to the Common Council on Tuesday, November 24, 1981 at 8 p.m.

NORTH MAUMEE INTERCONNECT INTERCEPTOR - C-180599-08

(a)	Res. No. 330-80, Ph. I ROCCO FERRERA & CO., INC.	C.O. #2	000	
(b)	Res. No. 330-80, Ph. II JOHN DEHNER, INC.	C.O. #2	$ 2,450.00	
(c)	Res. No. 331-80 BUSCH, INC.	C.O. #1	3,406.00	
		C.O. #2	1,434.00	
		C.O. #3	2,500.00	
(d)	Res. No. 332-80 BUSCH, INC.	C.O. #1	3,648.00	
(e)	Res. No. 334-80 BUSCH, INC.	C.O. #1	500.00	
		#2	1,133.91	
		#3	3,161.00	
		#4	2,962.00	decrease
(f)	Res. No. 336-80 JOHN DEHNER, INC.	C.O. #1	19,652.35	
(g)	Res. No. 337-80 JOHN DEHNER, INC.	C.O. #1	12,750.00	
		#2	2,880.00	decrease
		#3	13,960.20	
(h)	Res. No. 338-80 JOHN HARTMAN CONST. INC.	C.O. #1	13,000.00	

17.	Received Special Sewer Permit for North American Van Lines, Inc. prepared by the Water Pollution Control Engineering Department for constructing sanitary sewer known as WEST ANNEX NORTH AMERICAN VAN LINES, INC., SANITARY SEWER.	Approved and special sewer permit issued. Board Order No. 125-81.
18.	Received Special Sewer Permit for Pine Hills Evangelical Mennonite Church prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as MARDEGO - MANDEGO - LIMBERLOST SANITARY SEWER (New Extension) Route "A".	Approved and special sewer permit issued. Board Order No. 126-81.
19.	Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $3053.60 and SEWER: $1985.25. (total: $5038.85).	Approved.
20.	Received Change Order #1 of Scheidleman Excavating, Inc. in the decreased amount of $145.00 approved by the Water Engineering Department for Water Resolution No. 81-XP-1 AIRPORT DRIVE FEEDER MAIN TO SERVE TECO, INC.	Approved.

21. Received the following Change Orders for designated Sewer Improvement Projects:
NOTE: All sent to the Common Council on Tuesday, November 24, 1981 at 8 p.m.

JUNK DITCH INTERCONNECT INTERCEPTOR - C-180599-09

(a)	Sewer Res. 341-80 WINZELER EXCAV., INC.	C.O. #1	$ 1,775.00	
(b)	Sewer Res. 342-80 WINZELER EXCAV., INC.	C.O. #1	27,789.30	
		C.O. #2	5,110.00	decrease
		C.O. #3	1,835.00	
(c)	Sewer Res. 345-80 RICHARD NESS EXCAVATING	C.O. #1	23,817.21	
		#2	39,274.80	
		#3	7,525.00	decrease
		#4	23,600.00	
		#5	5,645.48	
(d)	Sewer Res. 347-80 RICHARD NESS EXCAVATING	C.O. #1	4,450.00	
(e)	Sewer Res. 348-80 WINZELER EXCAVATING, INC.	C.O. #1	15,268.00	
(f)	Sewer Res. 349-80 T - G EXCAVATING, INC.	C.O. #1	3,110.35	
		#2	31,240.44	
		#3	6,150.00	
(g)	Sewer Res. 350-80 RICHARD NESS EXCAVATING	C.O. #1	11,625.00	
		#2	8,300.00	
(h)	Sewer Res. No. 351-80 WINZELER EXCAVATING, INC.	C.O. #2	1,995.00	decrease

22. Received contract, Guaranty and Liability Bonds of Wayne Asphalt & Const., Company, Inc. in the amount of $48,776.42 prepared by the Street Engineering Department signed by United States Fidelity & Guaranty for Resolution No. 5919-81 Group #5 CD & P Resurfacing.

Approved and ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

23. RESOLUTION NO. 71-124-23

Approved.

WHEREAS, the Fort Wayne Board of Public Works has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public alleys situated in Fort Wayne, Allen County, to wit:

No. 1 The north-south alley extending south from the south right of way of Wilt Street to the north right of way of Lavina Street located east of Van Buren Street an west of Broadway.

No. 2 The east west alley extending east from the east right of way of Van Buren Street to the west right of way of Broadway, located south of Wilt Street and north of Lavina Street.

24. Received invoice of Scheidleman Excavating, Inc. in the amount of $20,281.30 approved by the Water Engineering Department for Water Improvement Resolution No. 81-XP-1 - AIRPORT DRIVE FEEDER MAIN.	Approved and ordered paid by City Utilities from the Water Utility Fund.
25. Received Agreement for Engineering Services on Elevated Tanks by and between the City of Fort Wayne and E. Crone Knoy dba Tank Industry Consultants to perform engineering service to repaint and repair two (2) one million gallon elevated tanks and one (1) five hundred thousand gallon elevated tank in Allen County, State of Indiana and the ENGINEER agrees to perform various professional services required for the design and execution of said project.	Approved. Ordered prior approval written. H.I. Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.
26. Received Water Resolution No. 1025-81, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Department for construction of water mains in and along the north side of Chinchilla Lane from an existing (6) six inch line valve on Anthony Boulevard southeastwardly approximately 1255 ± feet to its terminus, also on the north side of Chantada Lane, from an existing line valve on Anthony Blvd. eastward approximately 810 ± feet to Chinchilla Lane. All being in South Dellwood Park Addition.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners November 27 and December 4, 1981. Hearing on Confirmation Thursday, December 10, 1981 at 3:30 p.m. Mail notices on December 4, 1981.
27. Received recommendation from Water Pollution Control Engineering Department that Board request final plans, etc. for SPILLWAY UNDERMINING areas near Main Street and Camp Allen Drive and Monroe and Berry Streets.	Approved. Board Order issued No. 127-81.

28. Received requests for permission to barricade the following: All permits issued.

(a) WINZELER EXCAVATING, INC. to barricade on 11-11-81 to 11-13-81 from 8:00 a.m. to 5:00 p.m. the 350' east of Thomas Road on U.S. 14 - north lane of west bound traffic on Illinois Road ending 650' east of Thomas Road. PURPOSE: Sewer installation.

(b) ROCCO FERRERA COMPANY, to barricade on November 11, 1981 from 8:00 a.m. to 3:00 p.m. intersection of Tennessee and St. Joe Blvd. PURPOSE: Sewer project - repair intersection.

(c) WINZELER EXCAVATING, INC. to barricade the south lane of east bound traffic on U.S. 24 between Covington Road and McDonalds Food on 11-12-81 and 11-13-81. PURPOSE: Burm restoration.

(d) N. & W. RAILROAD, Nelson Road, to barricade railroad crossing at Nuttman 300' east of Freeman on Nov. 16 and 17, 1981 around the clock. PURPOSE: Repair railroad.

(e) N & W. RAILROAD, Nelson Road, to barricade railroad crossing at Anthony Blvd. at Berry on Nov. 18, 1981 for two weeks around the clock. PURPOSE: Repair crossing.

Meeting adjourned at 10:50 a.m.

Richard S Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

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Thursday, November 19, 1981

Department of Public Works
Office of the Board
Room 910, City- County Building
Meeting held at 3:30 p.m.

T.W. LATCHEM, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. LATCHEM.R.A. STATEN, B.R. COL
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Improvement Resolution No. 1023-80 for the construction of water main in and along ORLANDO DRIVE between Sharon Drive and State Highway #3 (Lima Road) 2016 ± L.F. of 6" water main.

CONFIRMED.

Ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 149-80 for the installation of ornamental lighting system with undergound wiring in VILLAGE WOODS ADDITION.

CONFIRMED.

Ordered sent to the Department of Finance.

Meeting adjourned at 4:30 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, November 25, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

T.W. LATCHEM,R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R. A. Staten Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Sewer Resolution No. 353-81 IDLEWOOD DRIVE SANITARY SEWER.	Award contract to Scheidleman Excavating, Inc. at and for their bid in the amount of $26,840.00. Ordered WPC to prepare contract.
4. RECEIVE BIDS: Water Contract 81-XP-3 for furnishing all materials, labor, etc., necessary to install a 16" water main including all necessary fittings on Washington Center Road from an existing 24" water main 1075 ± ft. west of State Road #3 westward 2565 ± ft. to an existing 16" water main:	Referred to the Water Engineering Department for tabulation and report. Award contract on Wednesday, December 2, 1981 at 9 a.m.

ALL STAR	---	$ 81,853.25
BERCOT, INC.	---	66,784.85
BROOKS CONST.	---	66,153.50
JOHN DEHNER, INC.	---	82,728.85
EARTH CONST. & ENGR.	---	76,231.00
GEIGER DEVELOPMENT	---	61,753.27
LENGACHER EXCAVATING	---	59,930.00
SCHEIDLEMAN EXCAVATING	---	63,242.06
WEITZEL CONST. CO.	---	87,241.50
T - G EXCAVATING, INC.	---	62,164.50

5. Received driveway applications: Approved and permits issued.

Anthony Blvd. South of
U.S. 27 (Southtown Mall) ---Land Excavating
Tillman Rd. Southtown Mall-------Land Excavating
5924 Abbott ---------------------Lengacher Const.
5808 Breconshire ----------------A.D. Delagrange
1414 Inwood ---------------------Lengacher Const.
2328 Miner St. ------------------Don Till Const.
1400 Webster (2)-----------------Dailey Asphalt
3814 Wells ----------------------R & W Const.

6. Received street cut applications; Approved and permits issued.

3010 Andre Lane --- C.U.
2517 N. Anthony --- "
4401 Austin DR. --- "
1636 Beach --- "
Capitol & Woodsdale --- "
Capitol & Standish --- "
1900 Carew --- NIPSCO
5011 Christofer Lane --- C.U.
5119 and 4911 Christofer Lane --- "
Christofer Lane & Salem Lane --- "
2421 Clifton Hills --- "
600 Blk. Coliseum --- "
Front of Glenbrook Shopping Ctr. --- NIPSCO
on Coliseum Blvd. C.U.
910 E. Columbia --- "
516 Cumberland --- NIPSCO
221 Dalman --- "
3114 Dexter Dr. --- C.U.
4829 Devonshire --- "
2909 Drexel --- "
1004 Easton Trail --- "
415 Eckert --- NIPSCO
2603 Edsall --- "
Ewing N/Pearl --- C.U.
1117 Fairfield --- Griffin Enter.
2527 Fox --- L.I. Griffin
1501 Gardendale Dr. --- C.U.
Hessen Cassel & Andre Lane --- "
Hoagland & Paulding Rd. --- "
4900 Holton --- "
4333 Holton --- NIPSCO
6900 Ideal --- Bercot & Gibson
Ideal Ave. & L. Huntington Rd. --- C.U.
2814 John --- NIPSCO
1601 Kentucky --- "
2410 Lake --- Land Excav.
516 Lavina --- C.U.
Lenox /5004 S. Harrison --- NIPSCO
117 W. Lexington --- C.U.
926 Lillian --- NIPSCO
2909 Lillie --- "
1413 McCulloch --- C.U.
220 E. Main --- LI Griffin
Main & Camp Allen --- C.U.
2300 Maplecrest (water) --- Bercot & Gibson
2300 Maplecrest (sewer) --- "
Marcy Lane & Priscilla --- C.U.
1019 S. Monroe --- "
2106 Morris --- NIPSCO
Murray / 1701 S. Clinton --- "
6414 Old Trail Rd. --- C.U.

4115 & 4125 Paper Pl. ---NIPSCO
3417 Parnell --- C.U.
2505 E. Paulding Rd. --- "
6702 Redbud --- NIPSCO
Roberta & Ashcroft --- C.U.
1704 St. Mary's --- "
2951 Sandpoint Rd. --- NIPSCO
Sherril & Yorkshire --- C.U.
1420 Sinclair --- "
4530 Speedway --- NIPSCO
4505 Standish --- C. U.
Standish & Fairfax --- "
Standish & Paulding --- "
2109 E. State (alley) --- NIPSCO
1222 Taylor --- "
614 E. Washington (alley) --- "
515 E. Washington Ctr. Rd. --- "
1603 E. Washington --- "
So. side of Wayne Trace &
Lawrence on E. side of
Julian & Slataper (5) --- "
1701 S. Anthony --- "
2329 Weisser Pk. --- Griffin Enter.
3019 Weisser Pk. --- NIPSCO
3814 Wells (storm tap) --- R & W Const.
3814 Wells (sewer tap) --- "
1819 Webster --- J & G Water & Sewer
Weibke - 3415 Warsaw --- NIPSCO
6100 Winchester Rd. --- C.U.
4428 Winston --- "
Winston & Schaper Dr. --- C.U.
1141 W. Wildwood (2) --- NIPSCO
1318 Woodbine --- Griffin Enter.
325 E. Butler --- NIPSCO
1836 S. Calhoun --- "
2905 Central (alley) --- "
2626 W. Coliseum --- "
Cottage & Beaver --- "
2300 Fairfield --- "
3402 Fairfield --- "
2132 Gay --- "
4823 Hessen Cassel --- "
2708 John --- "
S/W cor. Kinsmoor & Fairfield--- "
530 E. Leith --- "
4414 Lillie --- "
802 Madison --- "
220 E. Main --- "
3116 Maple Grove --- "
4117 Plaza --- "
E. of Smith and N. of Capitol--- "

7.	Quotations were received by the Purchasing Agent for the proposed purchase of electric lamps of various sizes for the Street Lighting Engineering Department. (BLANKET ORDER FOR 1982).	Through the recommendation of the Purchasing Agent the bid of CENTRAL SUPPLY was accepted (BLANKET ORDER) under purchase order A-010127. Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.
8.	Quotations were received by the Purchasing Agent for the proposed purchase of pebble lime for the Filtration Plant for 5,500 tons from each: (BLANKET ORDER) MISSISSIPPI LIME COMPANY @ $51.85 per ton MARBLEHEAD LIME COMPANY @ $65.45 per ton	Through the recommendation of the Purchasing Agent purchase orderNo. A-010116 to MARBLEHEAD LIME COMPANY and purchase order No. A-010117 to MISSISSIPPI LIME COMPANY. (blanket orders). Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

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9. Quotations were received by the Purchasing Agent for the proposed purchase of Soda Ash for the Filtration Plant (BLANKET ORDER for 1982).

The bid of Allied Chemical Company was accepted under Purchase Order No. A-010118, at 700 tons at $92.00 per ton.

Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

10. Quotations were received by the Purchasing Agent for the proposed purchase of Powdered Activated Carbon for the Filtration Plant (Blanket Order for 1982).

The bid of Husky Industries was accepted under Purchase Order No. A-010119 at approx. 350 tons at $460.00 per ton.

Ordered sent to the Common Counci on Tuesday, December 8, 1981 at 8 p.m.

11. Quotations were received by the Purchasing Agent for the proposed purchase of Ferric Sulfate for the Filtration Plant (Blanket Order for 1982).

The bid of Cities Service Co. was accepted under Purchase Order No. A-010120 at approx. 400 tons at $118.00 per ton.

Ordered sent to the Common Council on Tuesday December 8, 1981 at 8 p.m.

12. Quotations were received by the Purchasing Agent for the proposed purchase of Sodium Chlorite for the Filtration Plant (Blanket Order for 1982).

The bid of Herbert-Verkamp-Calvert Chm. Co. was accepted under purchase order A-010121 for approx. 10 tons at $145.00 per hundred weight.

Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

13. Quotations were received by the Purchasing Agent for the proposed purchase of Anhydrous Ammonia for the Filtration Plant (Blanket Purchase Order for 1982).

The bid of Ulrich Chemicals was accepted under purchase order No. A-010122 for approx. 8 tons at $23.00 per hundred weight.

Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

14. Quotations were received by the Purchasing Agent for the proposed purchase of sodium Silicofluoride for the Filtration Plant (Blanket Purchase Order for 1982).

The bid of Chemtech Industries, Inc. was accepted under purchase order A-010123 for approximately 70 tons at $370.00 per ton.

Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

15. Quotations were received by the Purchasing Agent for the proposed purchase of liquid chlorine for the Filtration Plant (Blanket Purchase Order for 1982).

The bid of Herbert-Verkamp-Calvert Chem. Co. was accepted unc purchse order No. A-010124 for approximately 150 tons.

Ordered sent to the Common Council on Tuesday, Dec. 8, 1981 at 8 p.m.

16. Quotations were received by the Purchasing Agent for the proposed purchase of Liquid Carbon Dioxide for the Filtration Plant. (Blanket Purchase Order for 1982).

The bid of Liquid Carbonic Corp. was accepted under Purchase Order NO. A-010125 for 820 tons at $40.00 per tons.

Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.

17.	Quotations were received by the Purchasing Agent for the proposed purchase of Liquid Chlorine for the Water Pollution Control Plant (Blanket Purchase Order for 1982).	The bid of Ulrich Chemical was accepted under purchase order A-010142 for 440,000 lbs. at $111.31 per ton. Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.
18.	Received invoice 78-08-310-01-038 of Howard Needles Tammen & Bergendoff (Steeg Div.) in the amount of $3,062.56 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineer-Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980; Article 1A - Construction Engineering. Billing in accordance with Article 3.	Approved and ordered paid by City Utilities from the Water Utility Fund.
19.	Received Change Order #1 (FINAL) of T - G Excavating, Inc. in the amount of $718.05 approved by the Water Resources Director for Water Resolution No. 1022-81 Butz Subdivision.	Approved. Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.
20.	Received Change Order #3 of Joe R. Norman Contractors, Inc. in 000 amount approved by the Water Pollution Control Engineering Department for Sewer Resolution No, 310-80, Phase III - ST. JOE INTERCONNECT INTERCEPTOR - Project No. C-180599-06.	Approved. Ordered sent to the Common Council on Tuesday, December 8, 1981 at 8 p.m.
21.	Received Sewer Improvement Resolution No. 354-81 prepared by the Water Pollution Control Engineering Department for the construction of a meter device intended for the general benefit of the City... located on the south side of Washington Boulevard and on the west side of the alley between Wabash Avenue and Glasgow Avenue.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors December 4 and 11, 1981. Receive bids on Wednesday, December 16, 1981 at 9 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.
22.	Received Sewer Improvement Resolution No. 355-81 prepared by the Water Pollution Control Engineering Department for the repair of two existing outfall structures which from their size and character are intended for continued use by the City of Fort Wayne.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors December 4 and 11, 1981. Receive bids on Wednesday, December 16, 1981 at 9 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.
23.	Received plat of STONEY CREEK EAST (Amended Final Plat) submitted and approved by the City Plan Commission.	Approved.

24. Received final plat of YARDLEY MANOR submitted and approved by the City Plan Commission. Approved.

25. Received final site plan for PARKLAKE PROFESSIONAL CENTER submitted and approved by the City Plan Commission. Approved.

26. Received the following requests for barricades: All permits issued.

    a. ROCCO FERRERA CO. to barricade on Nov. 2, 1981 from 9 a.m. to 3 p.m. Lake between Delta and California. PURPOSE: Sewer Project.

    b. N & W RAILROAD, Nelson Rd., to barricade around the clock on Nov. 2, 1981 for four weeks Anthony and Berry Crossing. PURPOSE: Improve crossing.

    c. Winzeler Excavating, Inc. to barricade Covington Rd. between Washington and Ardmore on November 2 thru December 4, 1981 around the clock. PURPOSE: Sewer project.

    d. INTERSTATE GLASS, 5121 Executive Blvd., to barricade one lane at a time on Washington from One Summit Square to Civic Center Parking Garage on November 3, 1981 from 3:00 p.m. to 6:00 p.m. PURPOSE: Install glass in walkover.

    e. BRUCE DUNWIDDIE, 5936 E. State, to barricade East lane of Calhoun from WAshington to 200 feet north thereof on November 3, 1981 from 10:00 a.m. to 5 p.m. PURPOSE: Auction

    f. WINZELER EXCAVATING, to barricade Wilkie Drive at U.S. 24 at Getz Road on 11-3-81 thru 11-6-81 from 8:00 a.m. to 5:00 p.m PURPOSE: Sewer installation.

    g. WINZELER EXCAVATING, INC. to barricade South lane east bound traffic at R.R. tracks on Jefferson from Swinney Park entrance to car dealer entrance on Nov. 4 and 5, 1981 around the clock. PURPOSE: Sewer projects.

    h. William DeWert, 4401 S. Lafayette, to barricade in front of Peoples Trust Bank starting 11-5-81 for two weeks from 9 a.m. to 3 p.m. daily. PURPOSE: Remove auction i

Meeting adjourned at 10:50 a.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, December 2, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

T.W. LATCHEM, R. A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk.

T.W. Latchem, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Purchasing Agent of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk application: — Approved and permit issued.

   1405-07 E. Washington -------------Monty Briggs

4. Received street cut applications: — Approved and permits issued.

800 S. Anthony	---NIPSCO
Baer Rd. & L. Hntgn. Rd.	---C.U.
7005 Beatty	---NIPSCO
3329 Bowser	---C.U.
1210 Capitol	--- "
1900 Carew	--- "
470 Charlotte	--- "
1315 Clay	--- "
2626 Frontage	---NIPSCO
6224 Decatur Rd.	---C.U.
451 E. Douglas	--- "
6228 Downington	---NIPSCO
6911 Elzey	--- "
3522 Gaywood (alley)	--- "
2522 Genessee	--- "
Harris, Lewis and Webster	--- "
2519 Juliette	--- "
3314 S. Lafayette	---C.U.
326 E. Lexington	--- "
McArthur from Indianapolis	Ft. Wayne Water Engr.
Rd. northward	--- "
3726 Maywood	---C.U.
1405 Normandale	---NIPSCO
2922 N. Highlands	---C.U.
Plaza Dr. & Paulding Rd.	--- "
1330 Polk	---NIPSCO
2200 Reed, Green E/o Bowser	---Cablevision
2628 Reed	---C.U.
3716 E. Rudisill	---NIPSCO
417 St. Martin	--- "
Smith & Fairfax	---C.U.
Smith and Belmont	--- "
Smith & Southview	--- "
4912 Tacoma	--- "
2325 E. Tillman	---NIPSCO
125 E. Washington	---C.U.
126 E. Wayne (alley)	---NIPSCO
124 and 134 E. Wayne	--- "
3824 Wayne Trace	--- "
Werling Dr. & Paulding Rd.	---C.U.
1230 Windsor Woods Blvd.	---NIPSCO

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4701 S. Anthony	--- NIPSCO
Dewald & Harrison	--- "
409 Edgewood	--- "
808 Eliza	--- "
1117 Fairfield	--- "
2527 Fox	--- "
115 E. Superior	--- "
424 Weibke	--- "
2707 Weisser Park	--- "
2329 Weisser Park	--- "

5.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract 81-XP-3 for Washington Center Road.	AWARD contract to Lengacher Construction, Inc. at and for their bid in the amount of $59,930.00 subject to councilmanic approval. Ordered the Water Engineering Department to prepare contract and necessary documents.
6.	Received invoice from the City Controller (Barrett Law Department) in the amount of $19,035.83 covering balance of City cost on Resolution No. 5911-81 Buena Vista Drive approved by the Street Engineering Department.	Approved and ordered paid from Revenue Sharing Account. $10,579.47 from MVH 402-128-129-4265. $ 8,456.36 from 402-134-002-4001 Revenue sharing account.
7.	Received invoice from the City Controller (Barrett Law Department) in the amount of $92,651.98 covering balance of City cost on Resolution No. 5907-81 Harrison Hill Improvement.	Approved and ordered paid from MVH Fund.
8.	Received invoice of Turnbell Engineering Company, Inc. in the amount of $3,375.00 for engineering services pertaining to the subject group of railroad crossings per agreement dated July 1, 1977.	Approved and ordered paid by 402-138-338-09-4265.
9.	Received invoice of Custom Video Corp. in the amount of $1,969.20 for cameras on location video taping of Ft. Wayne City Council on 11-3, 11-10, 11-17 and 11-24, 1981.	Approved and ordered paid from 402-166-166-4201.
10.	Received Agreement for Sewer Extension by and between GOLDEN YEARS HOMESTEAD, INC. and the City of Fort Wayne, Indiana, for the construction of a sanitary sewer in the area of Maysville Road, Kennedy Drive and Long Road area.	Approved. Ordered sent to the Common Council on Tuesday, December 22, 1981 at 8 p.m.
11.	Received Contract, Guaranty and Liability Bonds of Scheidleman Excavating, Inc. in the amount of $16,012.20 prepared by the Water Pollution Control Engineering Department signed by Guard Casualty & Surety Insurance Company for Sewer Resolution No. 353-81 - Idlewood Drive.	Approved. Ordered sent to the Common Council on Tuesday, December 22, 1981 at 8 p.m.

12.	Received Amendment to Change Order #1 prepared by the Street Engineering Department for L. W. Dailey, Inc. in the amount of $3,974.91 covering Resolution No. 5833-79 MAIN STREET RECONSTRUCTION.	Approved.
13.	Received executed copy of EPA Form 5700-32 with necessary justification statements. Grant amendment request is associated with Change Orders 23 through 28. EPA GRANT C-180538.	Filed in the C-180538 C.O. and Payment File.
14.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Porter Construction, Inc. with Guaranty Bond in the amount of $43,172.10 signed by Auto Owners Insurance Company Surety for Special Special Storm Sewer for SENECA HILLS, SECTION III.	Approved and ordered acceptance letter written.
15.	Received invoice from the City Controller (Barrett Law Department) in the amount of $5,812.46 covering balance of City's cost on Street Lighting Resolution No. 149-80 VILLAGE WOODS AREA.	Approved and ordered paid from Street Lighting Account.
16.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Scheidleman Utility Company, Inc. with Maintenance Bond in the amount of $8,929.25 signed by The American Druggists' Insurance Company for STORM AND SANITARY SEWERS FOR RICHFIELD APARTMENTS.	Approved and ordered acceptance letter written.
17.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of R. W. Kain, Inc. for INWOOD DRIVE STORM SEWER. 25% Maintenance Bond is required before acceptance letter will be written.	Approved. Ordered acceptance letter written upon receipt of Maintenance Bond.
18.	Received PROPOSAL for Engineering Services to Prepare EPA Grant Amendment Request Documents Associated with Change Orders 25, 26, 27 and 28 - WATER QUALITY CONTROL PROJECT DIVISION I, Water Pollution Control Plant Additions, Sewage Works Grant No. C-180538-01.	Approved. A true copy is incorporated herein.
19.	Received RELEASE AGREEMENT between Earl D. Mills, Jaunita M. Mills and Ronald D. Mills and the City of Fort Wayne, Indiana, whereby City's payment of $2,500.00 to the Mills releases City for damages resulting from SLUDGE LAGOONS in East Lake Avenue area.	Approved. A true copy is incorporated herein.

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20. Received requests for barricades permits: All permits issued.

(a) Lincoln Life, 1300 S. Clinton to barricade the east curb lane of Harrison between Douglas and Brackenridge on Nov. 19 and Nov. 20, 1981.
PURPOSE: North American Company moving.

(b) Bruce Hetrick, City P.I. Office, to barricade Freimann Parking Lot at Clinton Street and Barr Street Sunday night, Nov. 22, 1981 thru Monday, Nov. 23, 1981 at 3:30 p.m. PURPOSE: Bus parking for Snider Football Team Victory Celebration.

(c) WINZELER EXCAVATING, INC. to barricade No. Washington Rd. from Taylor to Covington from Nov. 19, 1981 thru Dec. 3, 1981 from 7 a.m. to 6 p.m. PURPOSE: Sewer Project.

(d) SHAMBAUGH FIRE PROTECTION, 9011 Front Street, to barricade in front of 600 West Main Nov. 24 thru Nov. 27, 1981 8 a.m. to 3 p.m. PURPOSE: Install sprinkler system.

21. Received invoice of Hipskind Asphalt Corp. in the amount of $1,445.50 approved by the Street Engineering Department covered by Resurfacing Resolution No. 5791-77 - 1977 Resurfacing Contract Reduction. (FINAL). Payment of withheld monies.

Approved and ordered paid from Resurfacing Fund.

22. Received Special Sewer Permit for GOLDEN YEARS - Phase IB prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as Golden Years Homestead Sanitary Sewer.
Porter Construction, Inc. is to perform the work.
Maintenance Bond is to be furnished at time Completion Affidavit is filed. Bond is to be equal to 25% of value of work.

Approved and Special Sewer Permit issued.

Board Order 133-81.

23. Received invoice of T & F Construction Company in the amount of $17,270.64 approved by the Street Lighting Engineering Department for Street Lighting Resolution No. 152-81 - PEMBERTON DRIVE.

Approved and ordered City Utilities to pay invoice from the Street Lighting Maintenance Contract.

Meeting adjourned at 10:15 a.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Thursday, December 3, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

T.W. LATCHEM, R. A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Water Main Improvement Resolution No. 1024-81 for the construction of water main in and along LUDWIG ROAD from Sharon Drive westwardly 2205 ± feet to east right-of-way of State Road #3.

CONFIRMED.

Advertise, Notice to Contractors, December 11 and 18, 1981.

Receive bids on Wednesday, December 23, 1981 at 9 a.m.

Ordered the Water Engineering Department to prepare bid documents and necessary documents.

2. HEARING:

MAIN SEWER IMPROVEMENT FOR DALE DRIVE (Res. 882-80)

For the construction of a main sewer across a portion of the Southwest Quarter of Section 27, Township 30 North, Range 12 East; Bounded on the West by the East right-of-way line of Bluffton Road; Bounded on the North by a line 200 feet South of the South right-of-way line of Rehm Drive; Bounded on the East by the West right-of-way line of Koester Drive; Bounded on the South by a line 280 feet South of the South right-of-way line of Dale Drive.

Continued to Thursday, January 7, 1982 at 3:30 p.m.

Time up to receive remonstrance Monday, December 28, 1981 at 5 p.m.

Final decision to be made on resolution at January 7, 1982 meeting.

Meeting adjourned at 4:45 p.m.

ATTEST:

Sandra Kennedy
Clerk

Robert [illegible]

Betty R Collins
BOARD OF PUBLIC WORKS

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Wednesday, December 9, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9 a.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B.R. Collins Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received driveway application: 1648 Sinclair ----------------Rueben Miller	Approved and permit issued.
4. Received street cut applications:	Approved and permits issued.

2825 Abbott (alley) --- NIPSCO
Abbott & Fairwood --- C.U.
Berkley & Forest, Forest & Swayne, and Swayne & State --- NIPSCO
(alley) N. of Boone & E. of Osage --- "
Brackenridge & Calhoun --- C.U.
1915 S. Calhoun --- NIPSCO
1000 blk. Capitol --- C.U.
1900 Carew --- Land Excav.
2418 Carlton Ct. --- C.U.
2617 Charlotte --- NIPSCO
4018 Dalewood --- C.U.
3028 Dexter --- NIPSCO
Fairfield & Walnut and alley west of Fairfled --- "
Beaver at Cottage --- "
2905 Central (alley) --- "
2828 S. Clinton --- C.U.
714 W. Coliseum --- NIPSCO
927 W. Dewald --- C.U.
Executive bet. Profit & Research Dr. --- NIPSCO
3402 Fairfield --- "
2527 Fox --- "
1823 Franklin (alley) --- C.W. Fuelling
1421 Gardendale --- C.U.
Gay bet. Pontiac & Creighton --- NIPSCO
Henrietta & Middle --- C.U.
Hessen Cassel, East side of 4200 block --- NIPSCO
Hobson bet. Ivy League Dr. & Stellhorn Rd. --- F.W. Water Engr.
3414 Hobson Rd. --- C.U.
2715 Hoevelwood --- "
5300 Blk. Holton --- "
Investment Dr. 70' North of Coliseum --- NIPSCO.
Fairfield at Kinsmoor --- "
530 E. Leith --- "
2324 Lillie --- C.U.
4414 Lillie --- NIPSCO

5309 McClellan (alley)	---Quick Action Sewer
2515 Marcy Lane	---C.U.
426 W. Masterson	--- "
Maurane Dr. W. at North Bend Dr.	--- "
3221 New Haven Ave.	---Troy Wilson
2511 Priscilla Lane	---C.U.
Sequayah across from 4823 Hessen Cassel	---NIPSCO
3906 Sherman	---C.U.
5314 Smith	--- "
(alley) east of S. Wayne beside 617 W. Lexington	---NIPSCO
333 Stable	---Leon Brown Wiring
333 W. Stable	---NIPSCO
3220 Thames	---C.U.
2104 Versailles Village Pl.	---F.W. Cablevision
3443 S. Washington	---C.U.
807 E. Wayne	--- "
3322 Wayne Trace	---NIPSCO
2702 Weisser Park	--- "
2339 Weisser Park	--- "
2701 West Drive	--- "
424 Wiebke	--- "
Winter & Ventura	---C.U.
1318 Woodbine	---C.U.
2724 S. Anthony	---NIPSCO
505 Boltz	--- "
927 W. Dewald	--- "
Fairfield & Walnut	--- "
2812 Hoagland	--- "
2521 Gay (alley)	--- "
2421 Gay	--- "
2039 Phenie	--- "
3405 Reed (alley)	--- "
3224 Schele	--- "
4421 Spatz	--- "
814 W. Wayne	--- "

5. Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $5,690.77 (RETAINAGE) approved by the Street Engineering Department covering Resolution No. 5897-81 - EAST CENTRAL PHASE VI project.

Approved and ordered paid by Community Development and Planning Department.

6. Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $810.00 (RETAINAGE) approved by the Street Engineering Department covering Resolution No 5901-81 2606 Prairie Grove pavement repair.

Approved and ordered paid by MVH Funds.

7. Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $45,882.36 approved by the Street Engineering Department covering Resolution No. 5902-81 - NEBRASKA NEIGHBORHOOD, PHASE VI.

Approved and ordered paid by Community Development and Planning Department.

8. Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $4,975.75 (RETAINAGE) approved by the Street Engineering Department covering Resolution No. 5902-81 NEBRASKA NEIGHBORHOOD, PHASE VI.

Approved and ordered paid by Community Development and Planning Department.

9. Received invoice of Rieth-Riley Construction Company, Inc. in the amount of $4,573.18 (RETAINAGE) approved by the Street Engineering Department covering Curb and Sidewalk Resolution No. 5896-81 - Creighton Avenue.

Approved and ordered paid by Community Development and Planning Department.

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10. Received invoice of McNamee Porter and Seeley, Consulting Engineers, in the amount of $11,859.63 approved by the Director of Water Resources for engineering (GENERAL) services for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice No. is 70-10-210-01-41.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
11. Received invoice of McNamee Porter and Seeley, Consulting Engineers, in the amount of $4,728.74 approved by the Director of Water Resources for Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice is No. 70-10-210-01-42.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
12. Received invoice of T - G Excavating, Inc. in the amount of $62,559.56 approved by the Water Engineering Department covering Water Contract 81-XP-2 - MacArthur Drive - Indianapolis Road.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
13. Received NOTICE OF WATER MAIN EXTENSION prepared by the Water Engineering Department re: extended Water Main area of Maysville Road eastward from Goeglein Road, Long Road and Maysville Road to Newfield Drive area. CONTRACT NO. 77-XP-2.	Approved.
14. Received NOTICE OF WATER MAIN EXTENSION prepared by the Water Engineering Department re: extended Water Main area of Adams Center Road and Moeller Road. CONTRACT NO. 76-XP-7.	Approved.
15. Received NOTICE OF WATER MAIN EXTENSION prepared by the Water Engineering Department re: extended Water Main area of Dunkleberg Road, Bluffton Road and Hemphill Drive area. CONTRACT NO. 76-XP-5.	Approved.
16. Received NOTICE OF WATER MAIN EXTENSION prepared by the Water Engineering Department re: extended Water Main area of Maplecrest Road, E. State Blvd. and Alvarez Drive. CONTRACT NO. 76-XP-8.	Approved.
17. Received invoice of Biggs Electrical Construction, Inc. in the amount of $3,983.90 approved by the Street Lighting Engineering Department covering work on Street Light Resolution No. 150-81 - NORTHWEST CENTRAL, Phase V.	Approved and ordered paid by Community Development and Planning Department.
18. Re: WASTEWATER TREATMENT PLANT IMPROVEMENTS AWT - Phases A, B and C. -HAGERMAN-SHAMBAUGH November 27, 1981 is to be considered the contract start date. Contract completion date shall be 730 consecutive calendar days from and including the commencement date and will then be November 26, 1983.	Approved.

19.	Received indenture whereby the City of Fort Wayne, Indiana, releases and quit claims to CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS land in area south of Penn Central Railroad track, north of Van Buren Street, east of Sherman Street and west of St. Mary's River area.	Approved. A true copy is incorporated herein.
20.	Received petition for repair and replacement of sidewalks at 816 and 818 Belle Avenue.	Approved. Ordered the Street Engineering Department to investigate and report. B.O. 134-81 issued.
21.	Received Water Contract 81-XP-3 of Lengacher Construction Company, Inc. in the amount of $59,930 prepared by the Water Engineering Department signed by The American Insurance Company for WASHINGTON CENTER ROAD AREA.	Approved. Ordered sent to the Common Council on Tuesday, December 22, 1981.
22.	Received Special Sewer Permit for JOhn Hartman Cosntruction, Inc. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond to construct Zehr Sanitary Sewer.	Approved and Special Sewer Permit issued. Board Order 135-81.
23.	Received request from Mr. Jim Griffin, Comprehensive Marketing System, 1711 U Street, N.W., Washington, D.C. 20009, for extension of option to purchase Hanna School property located at 2000 S. Lafayette Street for an additional six months,	Approved. Copy on file in the Hanna School folder.
24.	Received CONSENT TO ENCROACHMENT OF AIR SPACE OVER PUBLIC RIGHT-OF-WAYS area of Lots #88 and #95 of the original plat to the Town, now City, of Fort Wayne, Indiana, for Standard Building and its parking garage Owners. Consent given by Board of Public Works on December 3, 1981.	Approved. Copy on file in the Board of Public Works.

Meeting adjourned at 10:15 a.m.

Robert Anderson

Billy R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

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Thursday, December 10, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Water Improvement Resolution No. 1025-81 for the installation of water mains in and along the north side of Chinchilla Lane from an existing six inch line valve on the north side of Chantada Lane from an existing line valve on Anthony Boulevard and eastward approximately 810 ± feet to Chinchilla Lane. (DELLWOOD PARK ADD.)

Continued to Thursday, December 17, 1981 at 3:30 p.m.

Meeting adjourned at 4:15 p.m.

Robert Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

Attest:

Sandra E. Kennedy
Clerk

Wednesday, December 16, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9 a.m.

T.W. LATCHEM, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

T.W. Latchem, R. A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

   Sewage Metering Facility Resolution No. 354-81 for the construction of a metering device - being at an existing structure located on the south side Washington Boulevard and on the west side of the alley between Wabash Avenue and Glasgow Avenue.

   Also, commencing at the 21 inch sewer pipe immediately south of said structure thence south 20 ± LF relocated connection of an 8 inch sewer pipe:

ALL STAR	---	$ 11,500.00
EARTH CONST. & ENGR.	---	10,695.00
SCHEIDLEMAN EXCAV.	---	14,131.00
T & G EXCAVATING	---	11,869.00

   Referred to the Water Pollution Control Engineering Department for tabulation and report.

   Award contract on Wednesday, December 30, 1981 at 9 a.m.

4. RECEIVE BIDS:

   Sewer Improvement Resolution No. 355-81 - OUTFALL STRUCTURE REPAIR - for the repair of two existing outfall structures which from their size and character are intended for continued use by the City:

BERCOT, INC.	---	$ 92,505.00
JOHN DEHNER, INC.	---	81,421.50
EARHT CONST. & ENGR.	---	128,134.75
T & G EXCAVATING	---	72,891.33
SCHEIDLEMAN EXCAV.	---	75,077.75

   Referred to the Water Pollutuion Control Engineering Department for tabulation and report.

   Award contract on Wednesday, December 30, 1981 at 9 a.m.

5. Received the following partial paymetns approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599-06

		PAYMENT:	ESCROW:	BANK:
(a)	ROCCO FERRERA & CO., INC. Estimate #8 Resolution No. 310-80, Phase I	$232,040.72	000	
(b)	ROCCO FERRERA & CO., INC. Estimate #11 Resolution No, 310-80, Phase IV.	000		
(c)	L. W. DAILEY, INC. Estimate #8 for Resolution No. 311-80	73,928.48	000	
(d)	WEITZEL CONSTRUCTION COMPANY Estimate #11 for Resolution No. 312-80	34,283.80	000	
(e)	EARTH CONST. & ENGR. INC. Estimate #11 for Resolution No. 313-80	11,713.10	000	
(f)	EARTH CONST. & ENGR. INC. Estimate #10 for Resolution No. 314-80, Phase I	16,756.50	000	
(g)	BERCOT, INC. Estimate #9 for Resolution No. 314-80, Phase II	31,358.11	000	
(h)	EARTH CONST. & ENGR., INC. Estimate #10 for Resolution No. 315-80	2,111.20	000	
(i)	EARTH CONST. & ENGR., INC. Estimate #7 for Resolution No. 316-80	6,407.35	000	
(j)	EARTH CONST. & ENGR. INC. Estimate #1 for Resolution No. 319-80	21,609.00	2,401.00	Lincoln N. Ba
(k)	T - G EXCAVATING, INC. Estimate #7 for Resolution No. 321-80	12,066.81	000	

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

6. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA - C-180599-07

(a)	WAYNESFIELD CONSTRUCTION, INC. Estimate #11 Resolution No. 323-80	61,956.85	000
(b)	BERCOT, INC. Estimate #7 for Resolution No. 324-80	7,649.50	000
(c)	BERCOT, INC. Estimate #6 for Resolution No. 326-80	19,404.00	000
(d)	NORTH EASTERN CONST. Estimate #9 Resolution No. 327-80	25,146.60	000
(e)	GROUND SERVICES, INC. Estimate #10 Resolution No. 328-80	4,400.00	000

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

7. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUDY AREA C-180599-08

	PAYMENTS:	ESCROW:	BANK:
(a) ROCCO FERRERA & COMPANY, INC. Estimate #8 Resolution No. 330-80, Phase I	$21,185.24	000	
(b) JOHN DEHNER, INC. Estimate #9 Resolution No. 330-80, Phase II	13,739.36	000	
(c) JOHN DEHNER, INC. Estimate #4 Sewer Resolution No. 333-80	66,256.68	7,359.02	Anthony Wayne
(d) JOHN DEHNER, INC. Estimate #5 Sewer Res. 335-80	112,917.35	12,546.37	Anthony Wayne
(e) JOHN DEHNER, INC. Estimate #8 Resolution 336-80	2,079.00	000	
(f) JOHN DEHNER, INC. Estimate #7 Resolution No. 337-80	10,224.25	000	
(g) BERCOT, INC. Estimate #1 for Resolution No. 340-80	33,372.00	3,708.00	Indiana Bank

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

8. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH STUDY AREA C-180599-09

(a) Bercot, INc. Estimate #2 for Resolution No. 352-80	$10,568.74	$1,174.30	Indiana Bank
(b) WINZELER EXCAVATING, INC. Est. #6 Resolution No. 351-80	177,164.12	3,306.66	Lincoln Bank
(c) NESS EXCAVATING, INC. Estimate #5 for Res. No. 350-80	40,459.32	3,259.60	Lincoln Bank
(d) WINZELER EXCAVATING, INC. #7 Est. Res. No. 348-80	69,074.90	000	
(e) NESS EXCAVATING, INC. Estimate #8 Sewer Res. 345-80	11,338.00	000	
(f) WINZELER EXCAVATING, INC. Estimate #6 for Sewer Res. 342-80	72,105.47	000	

9. Received invoice #3 of L. W. Dailey, Inc. in the amount of $33,350.69 ($28,308.26 payment and retainage in the amount of $5,042.34) approved by the Street Engineering Department covering Resolution No. 5900-81 - HANNA- CREIGHTON NEIGHBORHOOD Phase V.

Approved and ordered paid by Community Development and Planning.

10. RESOLUTION NO. 71-146-10

(Adoption of Tap-in Fee and Payment Thereof for Certain Sanitary Sewer Resolutions)

WHEREAS, the Board of Public Works approved and adopted on July 16, 1980, the following Sanitary Sewer Resolutions: 310-80, Phases I, II, III and IV; 314-80, 312-80, 313-80, 314-80, Phases I and II; 315-80, 316-80, 317-80, 318-8-, 319-90, 320-80, 321-80, and

WHEREAS, the Board of Public Works approved and adopted on August 20, 1980, the following Sanitary Sewer Resolutions: 323-80, 324-80, 325-80, 326-80, 327-80, 328-80, 329-80, and

WHEREAS, the Baord of Public Works approved and adopted on September 3, 1980, the following Sanitary Sewer Resolutions: 330-80, Phases I and II; 313-80, 332-80, 333-80, 334-80, 335-80, 336-80, 339-80, 340-80, and

WHEREAS, the Board of Public Works approved and adopted on October 9, 1980, the following Sanitary Sewer Resolutions: 341-80, 342-80, 345-80, 347-80, 349-80, 350-80, 351-80, 352-80, and

Approved and adopted this December 16, 1981
A true copy is incorporated herein.

11.	Received Sewer Improvement Resolution No. 356-81. final plans, estimate and specifications prepared by the Water Pollution Control Engineering Department for BAXTER STREET - Richardsville Avenue Combination Sewer Repair Project. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractor on February 19 and 27, 1982. Receive bids on Wednesday, March 3, 1982 at 9 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.
12.	Received invoice of Dailey ASphalt Products Company in the amount of $1,000 approved by the Street Engineering Department for retainage release on Resolution No. 5849-79 OXFORD - MAIN AND BLUFFTON RD.)	Approved and ordered paid from 1981 resurfacing funds.
13.	Received invoice of Gaines Construction Company in the amount of $27,308.70 approved by the Street Engineering Department covering Resolution No. 5921-81 - Oxford Neighborhood Phase VI - C.	Approved and ordered Community Development and Planning to pay invoice.
14.	Received invoice of T & F Construction Corp. in the amount of $15,438.60 approved by the Street Lighting Engineering Department covering Street Lighting Resolution No. 155-81 - West Central "A".	Approved and ordered paid by Community Development and Planning.
15.	Received invoice of GIBSON, TOURNEY, KIM, INC. in the amount of $1,201.93 approved by the Director of Transportation for architectural and engineering services rendered on CIVIC CENTER PARKING GARAGE. (FINAL STATEMENT). Res. 67-189-14.	Approved and ordered paid by Redevelopment Commission.

16. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write offs - WATER: $6,474.04 and SEWER: $3,585.01 total of $10,059.05.

Approved.

17. Received Special Sewer Permit for LAND EXCAVATING, INC. prepared and approved by the Water Pollution Control Engineering Department for the construction of COLISEUM BOULEVARD SHOW BIZ PIZZA PLACE Sanitary Sewer.
25% Maintenance Bond is to be furnished at the time Completion Affidavit is filed.

Approved and permit issued.

18. Received Special Sewer Permit for MCDONALD RESTAURANTS - Goshen Road, prepared and approved by the Water Pollution Control Engineering Department for the construction of Storm Sewer Extension for McDonald's Restaurant.
25% Maintenance Bond is to be furnished at the time Completion Affidavit is filed.

Approved and permit issued.

19. Received invoice from Butler, Fairman & Seufert, Inc. in the amount of $3,894.00 representing 59% of total invoice (City participation) for engineering services performed pertaining to the St. Joe Road Project. Invoice approved by the Street Engineering Department and the Director of Transportation.

Ordered amount paid to the Treasurer of Allen County from the LRS Account 402-138-338-05-4265.

20. Received invoices from Street Engineering Department for ENGINEERING SERVICES from June 28, 1981 thru November 28, 1981 on Community Development and Planning Projects as follows: (TOTAL invoices --- $24,370.29).

Approved and ordered paid by Community Development and Planning.

a. Invoice # 3 Res. 5894-81 NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV-B ------------------$ 811.66

b. Invoice #2 Res. 5896-81 and 5920-81 CREIGHTON AVENUE (Hanna to Bowser)------------------ 1659.60

c. Invoice #3 Res. No. 5897-81 EAST CENTRAL NEIGHBORHOOD, PHASE VI ------------------- 1229.07

d. Invoice #2 Res. 5900-81 HANNA-CREIGHTON, PHASE V for -------------------------------------- 1448.16

e. Invoice #3 Res. 5902-81 NEBRASKA, PHASE VI for -------------------------------------- 1420.31

f. Invoice #3 Res. 5869-80 NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V -------------------- 1852.99

g. Invoice #2 LAREZ NEIGHBORHOOD, PHASE IV, IV-B, IV-C IN AMOUNT OF------------------------------ 3990.93

h. Invoice #2 OXFORD NEIGHBORHOOD, PHASE VI-A Res. No. 5909-81 ------------------------- 1839.39

i. Invoice #1 Resurfacing Group I, II, III, IV and V Resolution No. 5912, 5913, 5914, 5915, and 5919-81 in the amount of ------------------------- 5550.31

j. Invoice #1 WEST CENTRAL, PHASE VII - Res. No. 5917-81 ------------------------- 732.99

k. Invoice #1 BROADWAY STREETSCAPE, Res. No. 5922-81 ------------------------- 3834.88

21. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Guaranty Bond in the amount of $6,248.00 signed by American States Insurance Company for GEORGETOWN AREA PROF. VILLAGE SANITARY SEWER AND STORM SEWERS.

Approved.

Ordered acceptance letter written.

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22.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Land Excavating, Inc. with Guaranty Bond in the amount of $14,540.00 signed by American States Insurance Company for	Approved. Ordered acceptance letter written.
23.	Received Water Improvement Resolution No. 1026-81, final plans, estimate, specifications and property ownership list prepared by the Water Engineering Department for the construction of a water main in and along the north side of Southdale Avenue from Anthony Boulevard to Holton Avenue.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners on January 2 and 9, 1981. Hearing on Confirmation Thursday, January 21, 1982 at 3:30 p.m. Mail notices on January 9, 19
24.	Received MEMORANDUM OF AGREEMENT whereby Board of Public Works - City of Fort Wayne, Indiana, - and the Allen County Board of Commissioners for leasing of 30 parking spaces on Clinton Street OLD FORT PARKING. Agreement subject to renewal on Jan. 1, 1983 upon agreement by both signing parties.	Approved. A true copy is incorporated herein.
25.	Received NOTICE OF WATER MAIN EXTENSION for Water Contract 81-XP-1 prepared by the Water Engineer for Airport Drive.	Approved.
26.	RESOLUTION NO. 71-148-26 Received indenture for the City of Fort Wayne through its Board of Public Works to recoup those monies it has invested into the sanitary sewer interceptors from BAER FIELD WEST AND THE KELLER ROAD areas.	Approved and adopted. A true copy is incorporated herein.
27.	Received Supplement Agreement to contract between City of Fort Wayne, Indiana, and HOWARD NEEDLES TAMMEN & BERGENDOFF (Henry B. Steeg & Associates Division) dated April 27, 1971 to include engineering services in conjunction with Change Orders #25 and #28.	Approved.
28.	Received request for permission to barricade from Norfolk & Western Railroad, Nelson Road, Taylor Street 2300 block on Monday, December 7, 1981 for 24 hours. PURPOSE: Repair of railroad tracks.	Approved and permit issued.
29.	Received a request from T & G Excavating, Inc. 5544 Huguenard Rd., for permission to barricade Baer Road (Indianapolis Road) on December 7, 1981 for 24 hours. PURPOSE: Install water line.	Approved and permit issued.

30.	Received request from T & G Excavating, Inc. for permission to barricade McArthur Drive 1500' east of Baer Road on Tuesday, Dec. 8, 1981 thru Dec. 22, 1981 for around the clock. PURPOSE: Install water line.	Approved and permit issued.
31.	Received request from Downtown Association (Fort Wayne National Bank) 832 Ewing, for permission to barricade Main Street from Calhoun to Harrison on November 25, 1981 from 6 p.m. to 7 p.m. PURPOSE: Pedestrian Security for Christmas Ceremony.	Approved and permit issued.
32.	Request was received from L.I. Griffin, 4920 S. Monroe, for permission to barricade the west side of Barr between Main and alley on December 15, 1981 for ten days at all times. PURPOSE: Have meters removed for demolition.	Approved and permit issued.
33.	Received request from Martin, Inc. for permission to barricade Huffman from St. Marys to Oakland on Monday, Dec. 7, 1981 thru December 11, 1981 at all times. PURPOSE: Repairing steeple on Trinity Lutheran Church.	Approved and permit issued.
34.	Received Contract, Guaranty and Liability Bonds of T. & F. Construction Corp. in the amount of $26,609.95 prepared by the Street Lighting Engineering Department signed by Fidelity and Deposit Company of Maryland for Street Light Resolution No. 156-81 to light West Central, Phase B with underground ornamental lighting system.	Approved and ordered sent to the Common Council on Tuesday, January 12, 1981 at 9 a.m.

Meeting adjourned at 10:50 a.m.

Robert Anderson Pres

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

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Thursday, December 17, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 3:30 p.m.

	T.W. LATCHEM, R.A. STATEN, B.R.COLLINS Sandra E. Kennedy, Clerk	T.W. Latchem, R.A. Staten, B.R. Coll Anne Fox, Clerk Protem
1.	Continued from Thursday, December 10, 1981 HEARING ON CONFIRMATION: Water Improvement Resolution No. 1025-81 for the installation of water mains in and along Chinchilla Lane from an existing six inch line valve on Chantada Lane from an existing line valve on Anthony Boulevard and eastward approximately 810 ± feet to Chinchilla Lane. (DELLWOOD PARK ADDITION).	CONFIRMED. Advertise Notice to Contractors on December 26, 1981 and January 2, 1982. Receive bids on Wednesday, January 6, 1982 at 9 a.m. Ordered the Water Engineering Department to prepare bid documents.
2.	Received request from John Glasscock, 3134 Broadway, for permission to hold a parade on December 24, 1981 from 7:00 p.m. to 8:00 p.m. Route to be traveled: Freimann Park - fornt of Court House then around City-County Building. PURPOSE: Support of Solidarity Union of Poland.	Approved and permit issued.

Meeting adjourned at 4:15 p.m.

Robert Anderson Pres

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Wednesday, December 23, 1981

Department of Public Works
Officeof the Board
Room 910, City-County Building
Meeting held at 9:00 a.m.

R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B.R. Collins
Sandra E. Kennedy, Clerk

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Water Main Improvement Resolution No. 1024-81 for the construction of water mains in and along Ludwig Road from Sharon Drive westwardly 2205 ± Ft. to East right-of-way of State Road #3:

Referred to the Water Engineering Department for tabulation and report.

Will award contract on Wednesday, December 30, 1981 at 9 a.m.

		BID:	ALTERNATE:
ALL STAR	---	$47,673.50	$34,695.80
BERCOT, INC.	---	44,866.60	28,698.70
BROOKS CONST. CO.	---	40,283.80	26,066.80
BUTLER & BUTLER	---	46,460.00	35,525.00
JOHN DEHNER, INC.	---	46,993.40	32,343.90
EARTH CONST. & ENGR.	---	42,966.00	27,990.00
GEIGER DEVELOPMENT, INC.	---	40,971.20	28,285.60
R.W. KAIN, INC.	---	54,675.00	36,678.00
LENGACHER CONST. CO.	---	41,887.00	29,420.50
SCHEIDLEMAN EXCAV.	---	37,783.13	23,535.42
T & G EXCAV. INC.	---	41,950.00	27,768.80

4. Received driveway application:

1021 E. Lewis ------------- Rocky Hull

Approved and permit issued.

5. Received private sidewalk application:

1648 Sinclair --------------------- Rueben Miller

Approved and permit issued.

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6. Received street cut applications: Approved and permits issued.

3205 S. Anthony --- John Dehner
3307 N. Anthony --- C.U.
505 E. Sherwood --- NIPSCO
712 - 716 Barr --- L.I. Griffin
(alley) 714 S. Barr --- NIPSCO
4715 Bowser --- C.U.
300 blk. E. Butler --- NIPSCO
525 N. Camden --- C.U.
Colerick & Plaza --- "
3100 Coliseum Blvd. --- NIPSCO
3939 S. Clinton --- "
6107 and 6217 Decatur Rd. --- "
Eastwood & Hobson Rd. --- C.U.
Edgeknoll & Bristol Rd. --- "
1140 Eliza --- NIPSCO
4427 Fairlawn Pass --- C.U.
400 Fairwick Lane --- "
710 Forest --- "
620 W. Fourth --- "
3721 Goshen --- NIPSCO
1708 S. Harrison --- J & G Water & Sewer
Harrison & W. Wayne --- C.U.
3709 Holton --- "
5120 Holton --- "
6704 Ideal --- "
5015 Illinois (2) --- C.U.
8710 Indianapolis Rd. --- C.U.
3924 Indian Hills --- Indust. Pipe & Engr.
400 blk. Kinsmoor --- C.U.
3617 Kirkfield --- "
2514 S. Lafayette --- NIPSCO
3815 Lake --- C.U.
640 Lillian --- "
1300 blk. Lofton Way --- NIPSCO
1506 Lumbard --- "
207 W. Main --- C.U.
2918 S. Monroe (alley) --- NIPSCO
1121 Oak (alley) --- "
Oxford / 934 Woodview --- "
916 E. Paulding --- C.U.
3120 Plaza --- "
2212 Reynolds (alley) --- NIPSCO
St. Marys at Third --- C.U.
1246 Sheridan Ct. --- "
Sinclair W. of St. Marys --- "
Sinclair, E. of St. Marys --- "
Smith & Paulding Rd. --- "
419 Springbrook Rd. --- "
W. Superior --- NIPSCO
Vance & White Oak --- C.U.
2626 Vance ---NIPSCO
1415 Ventura ---C.U.
1650 Ventura Lane ---NIPSCO
3041 Warsaw (alley) --- "
W. Washington E. at Harrison ---C.U.
W. Washington W. at Harrison --- "
1232 E. Wayne (alley) ---NIPSCO
2402 Wayne Trace ---J & G Water & Sewer
SE cor. Wells and First ---Gen. Tele
Winter from Lewis to Tam St. ---NIPSCO
(33 cuts)
3117 Winter ---NIPSCO
5011 Avondale --- "
6609 Azalea --- "
3222 Clinton Ct. --- "
S/E cor. Hillegas & Stalf Ct.--- "
2907 Curdes --- "
2149 Fox --- "
Main & Merry (alley) --- "
1210 E. Pontiac --- "
3203 Sandpoint --- "
115 E. Superior --- "
3600 Wayne Trace --- "
312 E. Wildwood --- "

7.	Received invoice #2 of Clyde E. Williams & Associates in the amount of $16,058.58 approved by the Traffic Engineering Department for Project HES-MG-HHS-200-9 (1) CONSTRUCTION ENGINEERING COLISEUM BLVD. SIGNAL INTERCONNECT. Invoice is for services from September 28, 1981 thru November 7, 1981.	Approved and ordered paid from LRS Account #402-138-338-11-4265.
8.	Received invoice 78-08-310-01-039 of Howard Needles Tammen & Bergendoff (Steeg Div.) in the amount of $2,784.72 approved by the Director of Water Resources for professional engineering Services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980; Article 1A-Construction Engineering; Article 1B - Operations and Maintenance Manual; Article iC - Start-Up Assistance. Billing in accordance with Article 3.	Approved and ordered paid by City Utilities from the Water Utility Fund.
9.	Received partial payment #2 of Scheidleman Excavating, Inc. in the amount of $2,253.48 approved by the Water Engineering Department for RETAINAGE on Water Contract 81-XP-1 - Airport Drive Feeder Main to serve TECO, INC.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
10.	Received invoice of Butler Fairman & Seufert, Inc. in the amount of $2,861.50 (City's 59% share) for engineering services performed in connection with the St. Joe Road Project (SR #37 to Evard Road) ACR-4-71.	Approved and ordered paid from LRS Account 402-138-338-05-4265.
11.	Received invoice of Hipskind Asphalt Corp. in the amount of $2,498.39 (RETAINAGE) approved by the Street Engineering Department covering Resolution No. 5912-81 - Group #1.	Approved and ordered paid by Community Development and Planning.
12.	Received invoice of Hipskind Asphalt Corp. in the amount $1,983.88 approved by the Street Engineering Department covering Resolution No. 5915-81 - Group #4.	Approved and ordered paid by Community Development and Planning.
13.	Received invoice of Hispkind Concrete Corp. in the amount of $13,494.69 approved by the Street Engineering Department covering Resolution No. 5916-81 - LaRez Neigh., Phase IV-B.	Approved and ordered paid by Community Development and Planning.
14.	Received invoice of Midwest Video Company in the amount of $1,085.00 approved by the Street Engineering Department covering charges for video tape coverage of Hobson Road Project.	Approved and ordered paid from LRS Account 403-138-338-02-4265.
15.	Received invoice of Hipskind Concrete Corp. in the amount of $4,184.15 approved by the Street Engineering Department (RETAINAGE) covering Resolution No. 5920-81 - Creighton Avenue Capital Improvment, Phase B.	Approved and ordered paid by Community Development and Planning.
16.	Received preliminary plans from the Street Enginering Department for TRAFFIC CHANNELIZATION AT INTERSECTION OF West Jefferson Blvd. and West Main Street.	Approved. Ordered Street Engineering Department to prepare final plans, etc. for this project. Board Order 140-81 issued.

17.	Received Special Sewer Permit for Real America Homes, Inc. prepared and approved by the Water Pollution Control Engineering Department for Sanitary Sewer to serve PARKLAKE PROFESSIONAL CENTER. 25% Maintenance Bond is to be furnished when Completion Affidavit is furnished.	Approved and permit issued. Board Order 139-81 issued.
18.	Received Agreement for Sewer Extension by and between NORTHWEST WASHINGTON GROUP and the City of Fort Wayne, Indiana for the construction of sanitary sewer known as WASHINGTON CENTER ROAD / SIGNATURE INN SANITARY.	Approved. H.I. Ordered sent to the Common Council on Tuesday, January 12, 1982 at 8 p.m.
19.	Received invoice of Hipskind Concrete Corp. in the amount of $5,340.60 approved by the Street Engineering Department covering Resolution No. 5903-81 - NORTHWEST CENTRAL, PHASE V.	Approved and ordered paid by Community Development and Planning.
20.	Received Change Order 1 of Waynesfield Construction , Inc. in the amount of $31,424.20 approved by the Director of Water Resources for Sewer Resolution No. 323-80 - SPY RUN INTERCONNECT INTERCEPTOR.	Approved. Ordered sent to the Common Council on Tuesday, January 12, 1981 at 8 p.m.
21.	Received Agreement for Water Pollution Control Consulting Services between Carl W. Wagner and City Utilities of the City of Fort Wayne from January 1 to June 1, 1982. Mr. Neil Wisler, Supt. of Water Pollution Control Plant, will be supervisor.	Approved. A true copy is incorporated herein.

Meeting adjourned at 10:20 a.m.

Robert Anderson

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Wednesday, December 30, 1981

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	R.A. Staten, B.R. Collins Sandra E. Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Resolution No. 354-81 - SEWAGE METERING FACILITY DEVICE. (City Paid).	*Award to Earth Construction and Engineering, Inc. in the amount of $12,735.00 subject to councilmanic approval. Ordered the Water Pollution Control Engineering Department to prepare contract, etc.

*Contingent upon submitting a satisfactory shop drawing within 20 days.

4. AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Sewer Improvement Resolution No. 355-81 - OUTFALL STRUCTURE REPAIR. (City Paid).	Award contract to T & G Excavating, Inc. at and for their bid in the amount of $72,891.33 subject to councilmanic approval. Ordered the Water Pollution Control Engineering Department to prepare contract, etc.
5. AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Engineering Department for Water Main Improvement Resolution No. 1024-81 for the construction of water main in and along LUDWIG ROAD from Sharon Drive westwardly 2205 ± feet to east right-of-way of State Road #3.	Award contract to Scheidleman Excavating, Inc. at and for their bid in the amount of $37,783.13 subject to councilmanic approval. Ordered the Water Engineering Department to prepare contract, etc.
6. A request was received from Dailey Asphalt Prod. Co. 1122 Thomas Road, to barricade on Dec. 2, 1981 from 7:00 a.m. to 3:00 p.m. Spy Run Extended, Spy Run and Dalgren. PURPOSE: Street Patch for Federal Sewer Project.	Approved and permit issued.

7. Received the following requests for permission to barricade: All permits issued.

- (a) Winzeler Excavating, Inc. starting Nov. 2, 1981 thru Dec. 14, 1981 around the the clock. Barricade Covington Road between Washington Road and Ardmore Avenue. PURPOSE: Sewer installation - 351-80 Junk Ditch.
- (b) Greater Allen County United Labor Organization, 4418 Turf Lane, to hold a parade on Nov. 18, 1981 from 3:30 p.m. to 5:00 p.m. - marching from City-County Building to Federal Building. PURPOSE: Labor Rally.
- (c) City of Fort Wayne - Mayor's Office - Nov. 23, L981 from 3:00 p.m. to 3:30 p.m. starting at Calhoun & Baker and terminating at Freimann Square. PURPOSE: Victory Celebration.
- (d) Bruce Hetrick, Public Information, November 23, 1981 from 2:00 p.m. to 4:00 p.m. barricade Baker Street between Clinton & Calhoun. PURPOSE: Establish staging area for Snider High School Victory Parade.
- (e) C. W. Felling, Inc. dba Roto Rooter, barricade Dec. 5, 1981 thru Dec. 7, 1981 around the clock the alley behind 1823 Franklin. PURPOSE: Repair Sewer.
- (f) NIPSCO, 114 E. Wayne, to barricade on Dec. 14 and 15, 1981 the 1900 block of S. Calhoun Street around the clock. PURPOSE: Bag meters 1901 thru 1908 and 1910 PURPOSE: Emergency repair.
- (g) N & W Railroad, Nelson Road, around the clock starting Dec. 15 thru Dec. 18, 1981 at Engle Road at Tielker. PURPOSE: Repair Railroad.

8. Received Contract, Guaranty and Liability Bonds of T & F Construction Corp. in the amount of $26,609.95 prepared by the Street Lighting Engineering Department signed by Fidelity and Deposit Company of Maryland for Street Lighting Resolution No. 156-81 for West Central, Phase B with an underground ornamental lighting system.	Approved. Ordered sent to the Common Council on Tuesday, January 12, 1982 at 8 p.m.
9. Received Agreement relative to temporary access by and between the Board of Public Works of the City of Fort Wayne, Indiana, and CHI-CHI'S, INC. regarding: Part of the Northeast Quarter of Section 23, Township 31 North, Range 12 East, Allen County, Indiana. (WASHINGTON CENTER ROAD AREA).	Approved. A true copy is incorporated herein.
10. Received recommendation from the Water Pollution Control Engineering Department to have NOTICE OF A PUBLIC MEETING on The Master Sewer Systems Facility Plan for Arbor (HARBER) Ditch Area.	Approved. A true copy is incorporated herein. Advertise Notice of Public Hearing on January 8 and February 12, 1982. HEARING: Monday, February 22, 1982 at 7:00 p.m. in Board of Public Works Hearing Room.

Meeting adjourned at 10:20 a.m.

Robert Anderson

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy

Clerk

Wednesday, January 6, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities . — Approved and ordered sent to the Department of Finance.

3. Received street cut applications: — Approved and permits issued.

7431 Avalon (prkstrp) -----------C.U.
Bluffton Rd. & Liberty --- "
Dewald - Fairfield to Broadway 39 cuts --- NIPSCO
Dwenger, E. at Edsall --- C.U.
Fairoak & Bluffton Rd. --- "
2149 Fox --- NIPSCO
1103 Goshen Rd. at St. Marys --- Brooks Const.
2213 Hensch --- C.U.
Hoagland / 348 Pasadena --- NIPSCO
2910 Hobson Rd. --- C.U.
Inwood So. of Lake (2) --- Ind. & Mich.
Ivy League & Hobson Rd. --- C.U.
917 W. Jefferson --- "
2725 Kenwood --- NIPSCO
305 W. Lewis --- C.U.
Orchard & Corvalis --- "
400 blk. Oxford --- "
4111 Patrick Lane --- NIPSCO
3205 Parnell --- C.U.
1410 E. Paulding --- "
2531 Raymond --- "
6272 St. Joe Rd. --- NIPSCO
Shady Oak & Salem Lane --- C.U.
2919 Sherborne --- "
4401 E. State --- "
Speedway DR. No. of Stable Rd.-- Gen. Tele.
100 W. Superior --- Shambaugh & Son
115 E. Superior --- NIPSCO
2534 Tyler --- "
Varsity & Hobson --- C.U.
Ventura Lane 125' E. of Old Decatur Rd. --- NIPSCO
126-134 E. Wayne --- C.U.
124 E. Wayne --- "
3702 S. Calhoun --- NIPSCO
1414 Barthold --- "
326 E. Butler --- "
346 E. Butler --- "
242 E. Butler --- "
2830 Pittsubrg --- "
4608 Plaza --- "
1126 W. Rudisill --- "
4225 Winter --- "

4. RECEIVE BIDS:

Water Main Improvement Resolution No. 1025-81 for the construction of a system of water mains in and along Chinchilla Lane from an existing (6) six inch line valve on Anthony Boulevard southeastwardly approximately 1255 ± feet to its terminus also on Chantada Lane from an existing line valve on Anthony Boulevard eastward approximately 810 ± feet to Chinchilla Lane - all being in South Dellwood Park Addition:

ALL STAR CONST.	---	$ 57,202.91
BERCOT, INC.	---	55,529.00
BROOKS CONST. CO.	---	40,912.65
LENGACHER EXCAVATING	---	56,662.00
T & G EXCAVATING, INC.	---	No bid

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, January 13, 1982 at 9 a.m.

5. Received invoice of T & G Excavating, Inc. in the amount of $9,494.10 approved by the Water Engineering Department for Water Contract No. 81-XP-2 MacArthur Dr. - Indianapolis Road.

Approved and ordered paid by City Utilities from the Water Utility Fund.

6. Received invoice of Custom Video Corp., in the amount of $2,842.70 for cameras on location video taping of Ft. Wayne City Council on 12/1, 12/8, 12/15 and 12/22/81.

Approved and ordered paid from 402-166-166-4399.

7. Received invoice of Hipskind Concrete Corporation in the amount of $2,381.10 (RETAINAGE) approved by the Street Engineering Department covering Resolution No. 5920-81 Creighton Avenue, Phase B.

Approved and ordered paid by Community Development and Planning.

8. Received invoice of L. W. Dailey, Inc. in the amount of $3,974.91 approved by the Street Engineering Department covering Resolution No. 5833-79 - MAIN STREET RECONSTRUCTION.

Approved and ordered paid by Redevelopment Commission.

9. Received invoice of Dailey Asphalt Products Co., Inc. in the amount of $14,177.87 approved by the Street Engineering Department covering Resolution No. 5914-81 - Group #3 Resurfacing.

Approved and ordered paid by Community Development and Planning.

10. Received Building Encroachment Easement for the Fort Wayne Newspapers, Inc. prepared by the Street Engineering Department for an encroachment of 11 feet over the public right-of-way on the east side of Block 15 Ewing Addition and vacated Pearl Street.

Approved.

11. Received invoice of Howard Needles Tammen & Bergendoff in the amount of $1,700.00 for 75-04-310-01-0-12 approved by the Department of Water Resources for engineering services performed in connection with the preparation of VOLUME I of the Operation and Maintenance Manual - STORM WATER TREATMENT FACILITIES AND SLUDGE LAGOON FACILITIES.

Approved and ordered City Utilities to pay invoice from the WPC Utility Fund.

12.	Received invoice 75-04-310-01-0-13 of Howard Needles Tammen & Bergendoff in the amount of $ 3,150.00 approved by the Department of Water Resources for engineering services performed in connection with the preparation of VOLUME II of the Operations and Maintenance Manual - WATER POLLUTION CONTROL PLANT ADDITIONS. Contract dated April 15, 1975.	Approved and ordered City Utilities to pay invoice from the WPC Utility Fund.
13.	Received recommendation from the Water Engineering Department regarding preliminary plans for RIVER CROSSING REPLACEMENT - Wildwood Avenue and Gruber Avenue at the St. Mary's River.	Approved. Ordered the Water Engineering Department to prepare final plans, specifications and estimate and necessary documents for this project. Board Order is 112-81.
14.	RESOLUTION NO. 71-159-14 WHEREAS, the Young Men's Christian Association (YMCA) has petitioned and requested the Frot Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easements situated in Fort Wayne, Allen County, to-wit: Certain easements and side lot line restrictions within the City of Fort Wayne all as contained in the plat and restrictions of Hoevelwood Court Addition, Section "B".	Approved.
15.	RESOLUTION NO. 71-159-15 WHEREAS, Vernice May and Albert Williams have petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following portion of public street situated in Fort Wayne, Allen County, to-wit: Holly Avenue lying between Reynolds Street and Molitor Street.	Approved.
16.	Received inspection report and Primary Assessment Roll prepared by the Water Engineering Department for Water Resolution No. 1022-81 for construction of a water main on Decatur Road from an existing water main on Decatur Road to Sylvia Avenue; on Sylvia Avenue from Decatur Road westward to the west property line of Lot #66 in Butz Subdivision; on Gary Street from Sylvia Avenue to the south right-of-way of Seddlemeyer Avenue; on Seddlemeyer Avenue from Gary Street to the east property line of Lot #55 in Butz Subdivision, then North through a 20 foot strip of land (alley) adjacentto the east property line of Lots 55 and 56 in Butz Subdivision to Sylvia Avenue a distance of 3935± L.F.	Approved and Completion Affidavit filed. Primary Assessment Roll approved. Advertise Notice of Assessment January 15 and 22, 1982. Hearing on Confirmation of Assessment Roll Thursday, January 28, 1982 at 3:30 p.m. Notices to be mailed on January 22, 1982.
17.	Received inspection report from the Water Engineering Department and Completion Affidavit of T- G Excavating, Inc. with Guaranty Bond in the amount of $67,673.35 signed by Fidelity and Deposit Company of Maryland for Water Main 1022-81 - Butz Subdivision.	Approved. Ordered acceptance letter written.

18. Received requests for permission to barricade: — All permits approved.

(a) L. I. Griffin, 4920 S. Monroe, to barricade on Jan. 4, 1982 for three weeks - Calhoun Street in front of Old Peoples Trust Building - two lanes. PURPOSE: Demolition of building.

(b) L.I. Griffin, 4920 S. Monroe, to barricade on Jan. 6,7 & 8, 1982 around the clock Calhoun between Washington & Wayne. PURPOSE: Demolition.

(c) Brooks Const. Co. to barricade on Jan. 7, 1982 for six months around the clock the intersection of Trier and Hobson and Hobson from Coliseum to Trier. PURPOSE: Widening of Hobson Road.

19. Received a request from Allen County Right to Life, 3010 Andre Lane, to hold a parade on Saturday, January 16, 1982 from 12:00 Noon to 12:40 p.m. Route to be traveled: Start at City-County Building Parking Lot and terminating at the Embassy Theater. PURPOSE: Peaceful Demonstration. — Approved and permit issued.

20. Received the following requests for permission to barricade: — All permits issued.

(a) Winzeler Excavating, Inc. to barricade on Dec. 5, 1982 thru spring around the clock Covington Road between Washington and Ardmore. PURPOSE: Road repair - extension of permit time.

(b) WoWo Radio Station (Andrew W. Dawson) to barricade on Dec. 21 thru 24, 1981 at all times 110 E. Berry - sidewalk in front of I & M Building. PURPOSE: Raise money for penny pitch.

(c) L.I. Griffin (Blake Prentice) 4920 S. Monroe, to barricade Dec. 22 thru 26, 1981 around the clock the east west alley between Barr and Clinton (first alley south of Main Street. PURPOSE: Demolition.

(d) Winzeler Excavating, Inc. to barricade Covington between N. Washington and Arcmore Dec. 23, 1981 thru Jan. 5, 1982 at all times. PURPOSE Emergency on Federal Sewer Project.

(e) Hamilton Electric, 4934 Hillegas Road, to barricade on December 31, 1981 from 7 a.m. to Noon the west lane of Calhoun 30 ft. in front of Azars between Wayne and Washington. PURPOSE: Rēmove signs.

Meeting adjourned at 10:30 a.m.

Robert Anderson

ATTEST:

Sandra Kennedy
Clerk

Barry R. Collins
BOARD OF PUBLIC WORKS

Thursday, January 7, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra Kennedy

1. Continued from December 3, 1981
HEARING:

Dale Drive Main Sewer Improvement Resolution No. 882-1980 for the construction of a main sewer across a portion of the Southwest Quarter of Section 27, Township 30 North, Range 12 East: Bounded on the West by the East right-of-way line of Bluffton Road, bounded on the North by a line 200 feet South of the South right-of-way line of Rehm Drive, bounded on the East by the West right-of-way line of Koester Drive and bounded on the South by a line 280 feet South of the South right-of-way line of Dale Drive.

Remonstrance received after being tabulated by Water Pollution Control Engineering Department contains 23 of 47, or 49% of the resident property owners. 51% of property owners are for project.

Approved and adopted. A true copy is incorporated herein.

CONFIRMED.

Advertise Notice to Contractors on February 19 and 26, 1982.

Receive bids on Wednesday, March 10, 1982 at 9 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

(See 70-56-3 dated 11/20/80)

2. Received a request from T & G Excavating, Inc. for permission to barricade McArthur Drive 1500' east of Baer Road starting January 7, 1982 thru January 14, 1982 around the clock.
PURPOSE: Install water line.

Approved and permit issued.

3. Received a request from FORT WAYNE CHAPTER OF INDIANA ASSOCIATION OF WORKERS FOR THE BLIND (% Margaret Bogdon, President) for permission to sell miniature white canes within the corporate limits of the City of Fort Wayne beginning Monday, April 12, 1982 thru Saturday, April 24, 1982.
PURPOSE: Provide funds for emergency assistance and relief of temporary distress of blind persons.

Approved and permit issued.

4. Received the following Change Orders for designated Sewer Improvement Projects: NOTE: All sent to the Common Council on Tuesday, Janaury 26, 1982 at 8 p.m.

ST. JOE INTERCONNECT INTERCEPTOR - C-180599-06

(a)	ROCCO FERRERA & CO., INC. Resolution No. 310-80, Ph. IV	C.O. #4	$ 900.00 decrea
(b)	L. W. DAILEY, INC. Resolution No. 311-80	C.O. #2	7,140.00 decrea
(c)	EARTH CONST. & ENGR., INC. Resolution No. 313-80	C.O. #4	6,030.00 decrea
(d)	EARTH CONST. & ENGR., INC. Resolution No. 314-80, Ph. I	C.O. #2	9,090.00 decrea
(e)	EARTH CONST. & ENGR., INC. Resolution No. 315 - 80	C.O. #2	4,275.00 decrea
(f)	EARTH CONST. & ENGR., INC. Resolution No. 316-80	C.O. #2	3,690.00 decrea
(g)	EARTH CONST. & ENGR., INC. Resolution No. 318-80	C.O. #2	35.00 decrea

5. Received the following Change Orders for designated Sewer Improvement Projects: Note: All sent to the Common Council on Tuesday, January 26, 1982 at 8 p.m.

SPY RUN INTERCONNECT INTERCEPTOR - C-180599-07

a.	WAYNESFIELD CONST., INC. Resolution No. 323-80	C.O. #2	$ 9,572.45 increa
b.	BERCOT, INC. Resolution No. 324-80	C.O. #1	1,950.00 decrea
c.	BUTLER & BUTLER CO. Resolution No. 325-80	C.O. #1	1,850.00 decrea
d.	GROUND SERVICES, INC. Resolution No. 328-80	C.O. #1	4,545.00 decrea
e.	SCHEIDLEMAN EXCAVATING, INC. Resolution No. 329-80	C.O. #1	2,535.60 decrea

6. Received the following Change Orders for designated Sewer Improvement Projects: Note: All sent to the Common Council on Tuesday, January 26, 1982 at 8 p.m

NORTH MAUMEE INTERCONNECT INTERCEPTOR - C-180599-08

(a)	JOHN DEHNER, INC. Resolution No. 333-80	C.O. #1	480.00 decrea
(b)	JOHN DEHNER, INC. RESOLUTION NO. 335-80	C.O. #1	2,170.00 decre
(c)	JOHN HARTMAN CONST. CO., Resolution No. 338-80	C.O. #2	3,220.00 decre

7. Received the following Change Orders for designated Sewer Improvement Projects: Note all sent to the Common Council on Tuesday, January 26, 1982 at 8 p.m.

JUNK DITCH INTERCONNECT INTERCEPTOR C-180599-09

(a)	RICHARD NESS EXCAVATING & TRUCKING CO., INC. Resolution No. 347-80	C.O. #2	$ 1,785.00 decrease
(b)	WINZELER EXCAVATING & TRUCKING CO., INC. Resolution No. 348-80	C.O. #2	4,375.00 decrease
(c)	RICHARD NESS EXCAVATING & TRUCKING, INC. Resolution No. 350-80	C.O. #3	1,225.00 decrease

Meeting adjourned at 4:35 p.m.

Robert Anderson

ATTEST:

Sandra Kennedy

Clerk

Betty L. Collins

BOARD OF PUBLIC WORKS

Wednesday, January 13, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

R.A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities

Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

Approved and permits issued.

2817 Barr --- NIPSCO
NW cor. Bluffton Rd. and Sandpoint Rd. --- Gen. Tele.
505 Boltz --- NIPSCO
2500 blk CleElm --- C.U.
Northrop High School on Coldwater Rd. --- NIPSCO
Dunnwood & Clinton --- C.U.
1909 Ellen --- "
1907 Embassy --- "
2423 Fairfield --- NIPSCO
100 W. Fleming --- C.U.
2826 Genessee --- "
Harrison, bet. Hawthorn & Belmont --- "
5315 Hoagland --- J & G Water & Sewer
Holly from Birchwood to Redwood and McCormick to Raymond --- NIPSCO
Huffman & Tyler --- C.U.
2432 Julian --- NIPSCO
2420 Knollwood --- C.U.
6233 Landsdowne --- "
2006 S. Hanna --- NIPSCO
730 E. Lewis --- "
1819 Link --- C.U.
2606 and 2524 Manford --- NIPSCO
2416 New Haven --- N & G Water & Sewer
929 Oakdale --- NIPSCO
1241 Hayden --- "
1613 Oxford --- "
4501 Plaza --- C.U.
Raymond - area bet. Pontiac from Edsall to Woodside --- NIPSCO
Redwood thru Fleetwood --- "
3107 Rockwood --- C.U.
5720 Rosalia --- "
333 Stable --- Felderman Const.
4504 Standish --- C.U.
4421 Spatz --- J & G Water & Sewer
1722 Spy Run --- "
100 W. Superior (Allen County Bldg. Dept.) --- Shambaugh & Son

1530 E. Wayne	--- NIPSCO
7100 Bellwood	--- "
7301 Ideal	--- "
1029 E. Washington Ctr.	--- "
1651 Wells	--- "
2221 Wells	--- "

4. Received tabulation and recommendation prepared by the Water Engineering Department for Water Resolution No. 1025-81 for the construction of a water main in and along Chinchilla Lane from an existing six inch line valve on Anthony Blvd. southeasterwardly approximately 1255 ± feet to its terminus also on Chantada Lane from an existing line valve on Anthony Blvd. eastward approximately 810 ± feet to Chinchilla Lane - all being in SOUTH DELLWOOD PARK ADDITION.

AWARD contract to Brooks Construction Company at and for their bid in the amount of $40,912.65.

Ordered the Water Engineering Department to prepare contract and necessary documents.

5. Received inspection report and Primary Assessment Roll prepared by the Street Engineering Department for Curb and Sidewalk Resolution No. 5911-81 for the construction of curbs on both sides of 2500 block and the 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries.

Primary Assessment Roll approved.

Advertise Notice of Assessment January 15 and 22, 1982.

Hearing on Confirmation of Assessment Roll Thursday, January 28, 1982 at 3:30 p.m.

Mail notices on January 22, 1982.

6. Received inspection report and Primary Assessment Roll prepared by teh Street Engineering Department for Curbs, Sidewalk and Street Lighting Resolution No. 5898-81 for the construction of new curbs and sidewalk where needed on both sides of West Oakdale Drive from South Wayne to Fairfield and by replacement of the existing street lighting with new ornamental street lights.

Primary Assessment Roll approved.

Advertise Notice of Assessment January 15 and 22, 1982.

Hearing on Confirmation of Assessment Roll Thursday, January 28, 1982 at 3:30 p.m.

Mail notices on January 22, 1982.

7. Received inspection report and Primary Assessment Roll prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 152-81 for lighting Pemberton Drive from Niagara Drive to Lake Avenue.

Primary Assessment Roll approved.

Advertise Notice of Assessment January 15 and 22, 1982.

Hearing on Confirmation of Assessment Roll Thursday, January 28, 1982 at 3:30 p.m.

Mail notices on January 22, 1982.

8. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: SPY RUN STUDY AREA - C-180599-07

	PAYMENT:	ESCROW:	BANK:
(a) WAYNESFIELD CONST. CO. Est. #12 Sewer Res. 323-80	$ 24,417.50	000	----
(b) NORTH EASTERN CONST. CO.Est. #10 Sewer Res. 327-80	33,105.00	000	----
(c) SCHEIDLEMAN EXCAVATING, INC. Est. #8 Sewer REs. 329-80	173.36	000	----

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

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9. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599-06

(a)	ROCCO FERRERA & CO., INC. Est. #9 for Sewer Res. No. 310-80, Phase I	$148,773.16	000	---
(b)	ROCCO FERRERA & CO., INC. Est. #11A for Sewer Res. No. 310-80, Phase IV	14,021.34	000	---
(c)	WEITZEL CONST. CO., INC. Est. # 12 Sewer Res. No. 312-80	52,524.90	000	---
(d)	EARTH CONST. & ENGR., INC. Est. #11 - Sewer Res. 314-80	3,118.15	000	---
(e)	EARTH CONST. & ENGR. INC. Est. #6 Sewer Res. 318-80	10,462.60	000	---
(f)	EARTH CONST. & ENGR., INC. Est. #2 for Sewer Res. No. 319-80	78,462.00	8,718.00	Lincoln N. Bank

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

10. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: NORTH MAUMEE STUDY AREA - C-180599-08

(a)	ROCCO FERRERA & CO., INC. Est. #5 for Sewer Res. No. 330-80, Phase I	$80,361.65	000	---
(b)	JOHN DEHNER, INC. for Est. #5 Sewer Res. No. 333-80	81,385.47	000	---
(c)	JOHN DEHNER, INC. for Est. #6 Sewer Res. No. 335-80	3,600.81	400.09	Anthony Wayne
(d)	BERCOT, INC. for Est. #2 Sewer Res. No. 340-80	19,845.05	2205.02	Indiana Bank

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

11. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: JUNK DITCH SUTDY AREA C-180599-09

(a)	WINZELER EXCAVATING, INC. Est. #4 for Sewer Res. No. 341-80	57,666.34	6,407.37	Lincoln Bank
(b)	WINZELER EXCAVATING, INC. Est. #7 for Sewer Res. 342-80	18,315.58	000	---
(c)	RICHARD NESS Estimate #2 Sewer Res. No. 347-80	7,725.96	858.43	Lincoln Bank
(d)	T & G EXCAVATING,INC. Est. #4 Sewer Res. Mo. 349-80	2,562.40	284.72	Anthony Wayne
(e)	WINZELER EXCAVATING, CO., Inc. Est. #7 for Sewer Res. 351-80	71,804.20	000	---

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

12. Quotations were received by the Purchasing Agent for the proposed purchase of 10,000 tons type I bulk rock salt for the Street Department:

INTERNATIONAL SALT CO.	----- $23..95/ton
MORTON SALT CO.	26.62/ton
DOMTAR INDUSTRIES, INC.	30.43/ton

Through the recommendation of the Purchasing Agent the bid of International Salt Company was accepted under Purchase Order A-14559.

Ordered sent to the Common Council on Tuesday, January 26, 1982 at 9 a.m.

13. Quotations were received by the Purchasing Agent for the proposed purchase of one ton dump truck and hoist, dump body, and snow plow for the Street Department:

ALLEN COUNTY MOTORS ---------- for one Ford Model F-350 Chassis Cab	$11,049.00
W.A. JONES & SONS -----------	11,049.00

The bid of Allen County Motors was accepted under Purchase Order No. A-14528.

The bid of W. A. Jones & Sons was accepted under Purchase Order No. 14529.

Ordered sent to the Common Council on Tuesday, January 26, 1982 at 9 a.m.

14. Received recommendation from the Street Engineering Department that all action on petition covered by Board Order 55-79 for sidewalk and curbing at 2802 Plaza Drive be rescinded.

All action rescinded.

15. Received recommendation from the Street Engineering Department that all action be rescinded on the following petitions:

a. B.O. 152-77 -- curbing at 5137 Riviera Dr.
b. B.O. 80-78 -- sidewalk on Lawrence Avenue from Slataper to Pitt Sts.
c. B.O. 209-78 -- sidewalk at 432 E. Rudisill
d. B.O. 62-79 -- sidewalk on Hanna St. from Congress to Sherwood Terrace.
e. B.O. 96-79 -- sidewalk cor. Miner and Huestis Sts.

Approved and all action rescinded on these petitions.

16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of T - G Excavating, Inc. with Guaranty Bond in the amount of $2,171.00 signed by Fidelity and Deposit Company of Maryland for FERNHILL SANITARY SEWER.

Approved.

Ordered acceptance letter written.

17. Received invoice of Simerman Construction Company, Inc. in the amount of $350.00 approved by the Street Engineering Department for replacement of damaged handrail at 100 W. State.

Approved and ordered paid from 403-128-129-01-4265. (P.O. A-004602).

18. Received invoice of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $8,514.04 approved by the Water Pollution Control Engineering Department for period of 9-14-81 thru 11-7-81 - COMBINED SEWER OVERFLOW STUDY. Invoice #13.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

19. Received invoice of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $599.63 approved by the Water Pollution Control Engineering Department for engineering services for 11-9-81 thru 12-19-81 for COMBINED SEWER OVERFLOW STUDY. Invoice #14.

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

20. SEWER TAP AGREEMENT REIMBURSEMENT:

Approved.

Permission is hereby granted to Roadway Express, Inc. to tap a sewer to serve 3513 Adams Center Road. Said permission is conditioned upon the payment of the sum of $4,421.98 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-28-79 dated January 8, 1979 who are parties of said contract, by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Ordered the City Utilities to remit the sum of $4,421.98 to Shambaugh & Son, 137 Chambeau Drive which sum was deposited with the City by the applicant to be distirbuted as set out in the Special Sewer Tap Agreement.

21. SEWER TAP AGREEMENT REIMBURSEMENT:

Approved.

Permission is hereby granted to:

CHRIST SCHUMM, 1710 Reckeweg Road ---$1,029.49
FRANCIS FRANE, 1624 Reckeweg Road ---$1,389.67

Said permission is conditioned upon the payment of $2,419.16 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-240-81 dated October 21, 1981 who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Ordered the City Utilities to remit the sum of $2,419.16 to Ray Lee Anderson which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement.

22. SEWER TAP AGREEMENT REIMBURSEMENT:

Approved.

Permission is hereby granted to the following for tapping a sewer to serve:

PHILIP MEYER, 1420 W. Dupont Rd. ----- $ 934.24
DOROTHY ANDERSON, 1608 W. Dupont ----- 934.24
LOIS KIZER, 1602 W. Dupont Rd. ----- 934.24
FRANKLIN WEIKEL, JR., 1342 W. Dupont - 1401.35

Said permission is conditioned upon the payment of $4,204.07 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. S-240-78 dated October 25, 1978 who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Ordered the City Utilities to remit the sum of $4,204.07 to Windsor Development which sum was deposited with the City by the applicants to be distributed as set out in the Special Sewer Tap Agreement.

23. Received a request from Roto-Rooter (C.W. Fuelling) for permission to barricade alley behind 1407 Swinney from Jan. 15 thru 18, 1982 at all times.
PURPOSE: Sewer repair.

Approved and permit issued.

24. Received a request from Northeastern Indiana Committee in support of people of El Salvador for permission to hold a parade on January 14, 1982 from 4:00 p.m. to 4:30 p.m. PURPOSE: Picketing on sidewalk in front of Federal Building.	Approved and permit issued.

Meeting adjourned at 10:25 a.m.

Robert A Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

Wednesday, January 20, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten,
B.R. Collins
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1. Received purchase orders from the Auditor of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities.

   Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

   Approved and permits issued.

3115 Addison --- C.U.
5300 S. Anthony --- "
Bluffton Rd. & Interlaken Dr. --- "
319 Brandriff --- NIPSCO
411 Boltz --- "
346 E. Butler --- "
326 E. Butler --- "
242 E. Butler --- "
900 S. Calhoun --- C.U.
3702 S. Calhoun (alley) --- NIPSCO
3030 Charlotte --- "
604 Constance --- C.U.
1216 E. Creighton --- NIPSCO
1420 Division --- "
Douglas, Harrison (alley) north of Douglas --- "
327 Edgeknoll Lane --- C.U.
4815 Executive --- NIPSCO
3037 Glencairn --- C.U.
1407 S. Hanna --- Martin Enter.
Hessen Cassel & Wayne Trace --- NIPSCO
Hobson Rd. N. at Kenwood --- "
Hobson Rd. S. at Vance --- C.U.
7301 Ideal --- NIPSCO
1104 Illsley --- C.U.
1222 Jackson --- "
4300 Lima --- "
440 Lima --- "
432 E. Masterson --- NIPSCO
5800 Mason --- C.U. NIPSCO
3722 New Haven --- C.U.
1013 Nelson --- "
1716 N. Highlands --- NIPSCO
6703 Old Maumee --- "
2309 Oliver --- "
3201 Parnell --- C.U.
2830 Pittsburg --- NIPSCO
2510 Pioneer --- "
4608 Plaza --- "
1927 E. Pontiac --- "
237 E. Pontiac --- "

2601 Raymond --- C.U.
3405 Reed (alley) --- NIPSCO
5311 Riviera --- C.U.
1126 W. Rudisill --- NIPSCO
3224 Schele --- "
2309 Shadybrook --- Martin Enter.
321 W. Sherwood Terrace -- C.U.
4926 Southwood --- "
100 W. Superior --- "
817 Wagner --- "
Wayne & Clay ----- "
1029 E. Washington --- NIPSCO
3600 Wayne Trace --- "
2706 Weisser Park --- "
12' stone alley west of --- "
2221 Wells --- "
4225 Winter --- "
1651 Wells --- "
411 Boltz --- "
2701 Broadway --- "
S.W. cor. Dewald & Barr --- "
Florida & Alabama (alley)--- "
2521 Gay --- "
811 E. Pontiac --- "
1002 E. Rudisill --- "
1722 Spy Run (alley) --- "
SW cor. Warsaw & Buchanan--- "
Calhoun 250' N. of Dewald--- Gen. Tele.

4. Received invoice of Clyde E. Williams & Associates, INc, in the amount of $10,157.42 approved by the Director of Transportation for professional services per Engineering Agreement dated April 8, 1981 and letter of authorization dated April 27, 1981 reference Project HES-MG-HHS-200-9 (1). Services from 11-9-81 thru 12-05-81. CONSTRUCTION ENGINEERING COLISEUM BLVD. SIGNAL INTERCONNECT.	Approved and ordered paid from LRS Account 402-138 338-11-4265.
5. Received request from Water Pollution Control Engineering Department that B.O. 125-78 for repair of existing sewer in area of S. Wayne and Indiana and Wildwood and Cottage alley. Remonstrance covered by B.O. 124-78 and directly related to B.O. 125-78 caused request.	ALL ACTION RESCINDED.
6. Received request from the Water Pollution Control Engineering Department that B.O. 44-1974 be rescinded due to work being transferred to B.O. 179-79. SPY RUN LEVEE - Nussbaum Avenue area.	ALL ACTION RESCINDED.
7. Received request from Water Pollution Control Engineering Department that B.O. 224-70 be rescinded due to work being incorporated under B.O. 163-69. STORM SEWER - Huffman Blvd. & Cherokee Road.	ALL ACTION RESCINDED.
8. Received inspection report from the Water Engineering Department and Completion Affidavit of Poindexter Excavating, Inc. with Maintenance Bond in the amount of $11,131.00 signed by Indiana Insurance Company for RICHFIELD APARTMENTS Water Contract 8012.	Approved. Ordered acceptance letter written.

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9. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $2,778.15 - SEWER $1,950.33 (total: $4,728.48).	Approved.
10. Received Agreement between the City of Fort Wayne, Indiana and the Fort Wayne Public Transportation Corporation (PTC). Purpose of contract is to trade one large snowplowing vehicle from PTC to the City and one smaller four wheel drive vehicle from the City to PTC for the winter of 1981 - 82. Agreement dated Jan. 4, 1982.	Approved A copy is incorporated herein.
11. Received NOTICE OF WATER MAIN EXTENSION - Contract 80-XP-1 prepared by the Water Engineering Department - re: Ley Road from an existing 12" water main at Merchandise Drive, eastward 1386 ± L.F. to an existing 12" main at Industrial Road.	Approved. Ordered sent to the Water Engineering Department for handling.
12. Received AGREEMENT to construct water line between State of Indiana and the City of Fort Wayne, Indiana - re: Water Main Contract 81-XP-1 AIRPORT DRIVE. - Teco, Inc.	Copy on file in the Board of Works.
13. Received partial payment estimate #1 of Scheidleman Excavating, Inc. in the amount of $11,633.23 approved by the Water Pollution Control Engineering Department covering IDLEWOOD DRIVE SANITARY SEWER RES. 353-81.	Approved. Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
14. Received Improvement Resolution No. 5926-82, final plans, estimate and specifications prepared by the Street Engineering Department for improving West Jefferson, Main Street and Illinois Road intersection. The improvement will consist of traffic channelization on West Jefferson and Main Street and widening and resurfacing of entire intersection. (CITY PAID).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors and 1982. Receive bids on Wednesday, 1982 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
15. Per Agreement between the City and WAYNE PLAZA SHOPPING CENTER - Bluffton - Old Trail Road Intersection - received check in the amount of $11,840.00 representing final payment due in conjunction with project.	Ordered deposited in LRS Account #402-138-338-99-4266.
16. Received invoice from McNamee, Porter and Seeley, Consulting Engineers, in the amount of $4,559.40 approved by the Department of Water Resources for engineering services for resident engineering for Water Works Improvmeents in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977. Invoice is #70-10-210-01-43. Contract is 77-W-2.	Approved. Ordered invoice paid by City Utilities from the Water Utility Fund.

17. Received quotations from the Purchasing Agent for the proposed purchase of copper coils for the Water Maintenance and Service Department:

LeRAN COPPER AND BRASS CO. was low bidder in total amount of $19,210.00.

Through the recommendation of the Purchasing Agent the bid of LeRan Copper and Brass Company was accepted under Purchase Order A-010366.

Ordered sent to the Common Council on Tuesday, January 26, 1982 at 8 p.m.

18. A request was received from Shambaugh & Son, 137 Chambeau Road, for permission to barricade at all times on Jan. 11 thru Jan. 15, 1982 the north bound lane of Harrison and east bound of Superior - one land at a time.
PURPOSE: Install sewer line into new Allen County Office Building.

Approved and permit issued.

19. A request was received from Lincoln National Sales Corporation, 1300 S. Clinton, for permission to barricade Harrison Street closed between Douglas and Brackenridge on February 12, 1982 from 7:00 to 8:00 p.m.
PURPOSE: Annual Lincoln Life Boy Scout Pilgrimage.

Approved and permit issued.

20. Received partial payment estimate #9 of Ness Excavating, Inc. in the amount of $32,289.47 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 345-80 - JUNK DITCH INTERCONNECT INTERCEPTOR - EPA C-180599-09.

Approved and ordered City Utilities to pay invoice in the amount of $32,289.47 to Ness Excavating, Inc.

Payment is to be made from the Water Pollution Control Utility Fund.

21. Received partial payment estimate #6 of Ness Excavating, Inc. in the amount of $32,736.38 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 350-80 - JUNK DITCH INTERCONNECT INTERCEPTOR - EPA C-180599-09.

Approved and ordered City Utilities to pay invoice in the amount of $32,736.38 to Ness Excavating, Inc.

Payment is to be made from the Water Pollution Control Utility Fund.

Meeting adjourned at 10:25 a.m.

Robert A Anderson

Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Thursday, January 21, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, R.A. Staten, B. R. Collins Sandra Kennedy
1. HEARING ON CONFIRMATION:	CONFIRMED.
Water Main Improvement Resolution No. 1026-81 for the construction of water main in and along the North side of Southdale Avenue from Anthony Boulevard to Holton Avenue.	Advertise Notice to Contractors on Feb. 26 and Mar. 5, 1982. Receive bids on Wednesday, March 10, 1982 at 9 a.m. Ordered the Water Engineering Department to prepare bid documents.

Meeting adjourned at 4:15 p.m.

ATTEST:

Sandra E Kennedy
Clerk

Betty R Collins
BOARD OF PUBLIC WORKS

Wednesday, January 27, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9:00 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten, B. R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

SEWER IMPROVEMENT RESOLUTION NO. 356-81 - Baxter Street - Richardsville Avenue Combination Sewer Repair Project:

BERCOT, INC.

L. W. DAILEY, INC.

JOHN DEHNER, INC.

SCHEIDLEMAN EXCAV.

T & G EXCAVATING

Pursuant to State Law the Board of Public Works has the right to award a contract to the lowest and best bidder. The Board also, pursuant to State Law, retains the right to reject all bids.

The Board has decided that all bids on this project will be rejected. The Board will let this bid at a later date. Reasons for this are basically due to an anticipated change in AA/EEO specifications.

So as not to cause any prejudice to any contractor, the bids will not be opened.

Contractors may take their sealed bids or leave them with the Board. These bids will not be opened by the Board in any case unless the contractor requests that the bid be opened in response to the upcoming advertisement on this same project.

4. Received street cut applications :

336 W. Baker (alley) --- NIPSCO
319 Brandriff --- Griffin Enter.
2628 Broadway --- Nipsco
2701 Broadway --- "
Buchanan west of Smith--- Ind. & Mich.
250' of Dewald on Calhoun 6' --- Gen. Tele.
7001 Coldwater --- NIPSCO
1216 E. Creighton --- Griffin Enter.
1526 E. Creighton --- "
Dewald & Barr SW cor. --- NIPSCO
1119 Eliza --- Griffin Enter.
Esmond - Lafayette & Eckart --- NIPSCO
2515 Gay --- "
1520 Grant --- Griffin Enter.
2218 S. Hanna --- "
2141 S. Hanna --- NIPSCO
2204 S. Hanna --- "
2218 S. Hanna --- "
816 - 818 Hanover --- Griffin Enter.
1231 S. Harrison --- C.U.

Approved and permits issued.

1630 Hayden --- NIPSCO
2129 John --- Griffin Enter.
2305 S. Lafayette --- "
Landsdowne Dr. & Chaddsford (2) --- C.U.
2211 Laverne --- "
1421 Lumbard --- "
432 Masterson --------- Griffin Enter.
3601 Maumee --- NIPSCO
3113 S. Monroe --- "
1406 McClellan --- Griffin Enter.
2309 Oliver --- "
231 E. Pontiac --- "
233 E. Pontiac --- "
239 E. Pontiac --- "
1622 E. Pontiac --- "
3024 Reynolds --- C.U.
1002 E. Rudisill --- NIPSCO
3921 Sherman --- C.U.
4410 Spatz --- "
1407 Swinney --- Roto-Rooter
Warsaw & Buchanan SW Cor. --- NIPSCO
3300 S. Washington Rd. --- C.U.
2706 Weisser Pk. --- Griffin Enter.
1125 Wells --- Martin Enter.
Jackson So. of Berry 37' --- Gen. Tel.
2723 Broadway --- NIPSCO
124 W. Butler --- "
129 W. Butler --- "
2201 S. Calhoun --- "
Creighton & Holton --- "
Creighton & Hoagland --- "
1532 Hayden --- "
1021 Lake --- "
1910 Legoma --- "
6372 St. Joe Rd. --- "
1304 Sinclair --- "
6912 Stellhorn --- "
1422 Summit (alley) --- "
502 E. Wayne --- "

5.	Received Water Contract 1025-81, Guaranty and Liability Bonds of Brooks Construction Company, Inc. in the amount $40,912.65 prepared by the Water Engineering Department signed by American States Insurance Company. CHINCHILLA LANE AND CHANTADA LANE AREA.	Approved. Ordered sent to the Common Council on Tuesday, Febuary 9, 1982 at 8 p.m.
6.	Received quotations from the Purchasing Agent for the proposed purchase of equipment for the Board of Park Commissioners: (Mowers) SUMMIT POWER EQUIPMENT ---------$4,990.00 ea. 3@ $14,970.00 KUT-KWICK CORPORATION ---------$5,470.00	The bid of Summit Power Equipment was accepted under Purchase Order A-14940. The bid of KUT-KWICK CORP. was accepted under Purchase Order A-14941. Ordered sent to the Common Council on Tuesday, February 9, 1982 at 8 p.m.
7.	Received partial payment estimate #1 of Hagerman Construction Company in the amount of $673,559.10 approved by Howard Needles Tammen & Bergendoff for Advanced Wastewater Treatment Project C-180774-03. Payment approved by the Director of Water Resources.	Approved and ordered City Utilities to pay invoice of Hagerman-Shambaugh, joint bidders, the amount of $673,559.10. Also pay the amount of $74,839.90 to Hagerman-Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Utility Fund.

8.	Received invoice for Butler, Fairman & Seufert, Inc. in the amount of $3,894.00 (59% City's Share) approved by the Street Engineering Department for preliminary engineering Reconstruction of ST. Joe Road. Check is to be issued to Allen County Commissioners.	Approved and ordered paid brom LRS Account - 402-138-338-05-4265.
9.	Received invoice of Gaines Construction Company, Inc. in the amount of $3,514.25 (RETAINAGE) approved by the Street Engineering Department covering Curb and Sidewalk Resolution No. 5917-81 - WEST CENTRAL, Phase VII.	Approved and ordered paid by Community Development and Planning Department.
10.	Received invoice of Norfolk and Western Railway Company in the amount of $127.00 approved by the Traffic Engineering Department to cover railroad permit fee re: COLISEUM BOULEVARD INTERCONNECT PROJECT.	Approved and ordered paid from LRS Account 402-138-338-4265.
11.	Received driveway permit application: 6000 Abbott Street ---- Schroeder Assoc.Inc.	Approved and permit issued.
12.	Received Contract, Guaranty and Liability Bonds of Earth Construction and Engineering, Inc. in the amount of $10,695.00 prepared by the Water Pollution Control Engineering Department signed by American States Insurance Company for Sewer Contract 354-81 - SEWAGE METERING FACILITY - Washington Boulevard and West of Glasgow Avenue.	Approved. Ordered sent to the Common Council on Tuesday, February 9, 1982 at 8 p.m.
13.	Received Contract, Guaranty and Liability Bonds of T & G Excavating, Inc. in the amount of $72,891.33 prepared by Water Pollution Control Engineering Department signed by Fidelity and Deposit Company of Maryland for Sewer Resolution No. 355-1981 OUTFALL STRUCTURE REPAIR.	Approved. Ordered sent to the Common Council on Tuesday, February 9, 1982 at 8 p.m.
14.	Received request from Water Pollution Control Engineering Department that B.O. 73-70 be rescinded, as it was incorporated in work done under Board Order 64-1979. B.O. 73-70 petition for storm sewer in LIncoln Park Area. B.O. 64-79 petition for storm sewer in Winfree Manor Add.	All action rescinded on Board Order No. 73-70.
15.	Received inspection report from the Water Engineering Department and Completion Affidavit of Bercot-Gibson Construction Company, Inc. with Guaranty Bond in the amount of $3,000 signed by The Western Casualty and Surety Company for Water Contract 8106 - IDEAL AVENUE.	Approved. Ordered acceptance letter written.
16.	Received request for the AUTHORIZATION FOR PAYMENT of the amount of $15,790.52 from Escrow account at Lincoln National Bank and Trust Company to EARTH CONSTRUCTION AND ENGINEERING, INC. for Sewer Resolution No. 313-80 St. Joe Interconnect Interceptor.	Approved. Copy sent to Water Pollution Control Engr. Dept. for filing.

17. Received reqeust for the AUTHORIZATION FOR PAYMENT of the amount of $4,457.88 from Lincoln National Bank & Trust Company to EARTH CONSTRUCTION AND ENGINEERING, INC. for Sewer Resolution No. 318-80 St. Joe Interconnect Interceptor.	Approved. Copy sent to Water Pollution Control Engr. Dept. for filing.
18. SEWER TAP AGREEMENT REIMBURSEMENT: Permission is hereby granted to Pine Hills Academy to tap a sewer to serve 6135 Illinois Road. Said permission is conditioned upon the payment of the sum of $688.50 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-72-3 dated January 4, 1972 who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.	Approved. Ordered the City Utilities to remit the sum of $688.50 to Diversified Utilities which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.
19. SEWER TAP AGREEMENT REIMBURSEMENT: Permission is hereby granted to Ryder Truck Rental to tap a sewer to serve 2840 Goshen Road. Said permission is conditioned upon the payment of the sum of $745.21 to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-74-2 dated May 2, 1974 who are parties of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.	Approved. Ordered the City Utilities to remit the sum of $745.21 to Red Roof II Company which sum was deposited with the City by the applicant to be distributed as set out in the Special Sewer Tap Agreement.
20. SEWER TAP AGREEMENT REIMBURSEMENT: Permission is hereby granted to the following: JOHN CRAMER, 8611 Kinnerk Road ------$197.08 DONALD REVILLE, 8705 Kinnerk Rd. ---- 218.98 HOLY SCRIPTURE CHURCH, 8811 Kinnerk-- 702.49 Said permission is conditioned upon the payment of the sum specified to the City of Fort Wayne as reimbursement under a certain Sewer Agreement No. SC-72-4 dated December 4, 1972 who are parites of said contract by the City of Fort Wayne; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.	Approved. Ordered City Utilities to remit the total sum of $1118.55 to Shirmeyer Associates, Inc. which sum was deposited with the City by the applicants to be distributed as set out in the Speical Sewer Tap Agreement.

Meeting adjourned at 10:15 a.m.

Robert S Anderson

ATTEST:

Sandra E Kennedy
Clerk

BOARD OF PUBLIC WORKS

Thursday, January 28, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten, B.R. Collins
Sandra E. Kennedy

1. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Curbing and Lighting Resolution No. 5911-81 for the construction of curbs on both sides of the 2500 and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive and also installing ornamental lighting within the same boundaries.

CONFIRMED and ordered sent to the Department of Finance.

2. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Curb, Sidewalk and Street Lighting Resolution No. 5898-81 for the construction of new curbs and sidewalks where needed on both sides of West Oakdale Drive from South Wayne to Fairfield and by replacement of the existing street lighting with new ornamental street lights.

CONFIRMED and ordered sent to the Department of Finance.

3. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Water Resolution No. 1022-81 for the installation of Water Main in BUTZ SUBDIVISION - area of Decatur Road, Sylvia Avenue, Gary Street and Seddlemeyer Avenue.

CONFIRMED and ordered sent to the Department of Finance.

4. HEARING ON CONFIRMATION OF ASSESSMENT ROLL:

Street Lighting Resolution No. 152-81 for the installation of ornamental street lighting on Pemberton Drive from Niagara Drive to Lake Avenue.

CONFIRMED AND ORDERED SENT TO THE Department of Finance.

5. Received a request from Michael S. Weingartner, 4443 Lafayette Esp., for permission to barricade Doan at S. Calhoun and Knoll - closed at Paulding Road - on Saturday, February 6, 1982 from 7:00 a.m. to 5:00 p.m. PURPOSE: Bishop Luers State ISSMA Contest.	Approved and permit issued.
6. It was recommended by the Associate City Attorney, R.I. Snouffer, that bids be delayed and projects readvertised at a later date on the following: (a) Sewer Res. 882-80 - Dale Drive. (b) Water Res. 82-XP-1 - Wildwood Avenue. (c) Water Main 1026-81 - Southdale Ave. (d) Res. No. 5926-82 - W. Jefferson and Main Street intersection.	Approved.

Meeting adjourned at 4:15 p.m.

ATTEST:

Sandra E Kennedy
Clerk

Robert Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

Thursday, January 28, 1982

EMERGENCY BOARD MEETING

Department of Public Works
Office of the Baord
Room 910, City-County Building
Meeting held at 4:30 p.m.

Present: Stephen A. Bailey, Chairman
Roberta Anderson Staten, Member
Betty R. Collins, Member
Sandra E. Kennedy, Clerk
Bruce Boxberger, City Attorney

Mr. Boxberger made opening remarks - "At this time we are studying the Courts opinion - with no further commentary. This is a very complex order and at this time that is where we are and we will be back to the Board at a later date. The only thing the Board needs to do at this time is to make a decision for temporary garbage collection for the city."

Mr. Bailey, Chairman, made the following motion on behalf of the Board:

WHEREAS, the existing Garbage Contract between the City of Fort Wayne, Indiana, through it's Board of Public Works, has been rendered null and void by order of DeKalb Circuit Court of January 26, 1982;

WHEREAS, the order of such Court allows the City the right to enter into a temporary arrangement for garbage service, with any contractor;

WHEREAS, an emergency exists in that the collection of refuse is needed for the citizens of Fort Wayne, Indiana;

WHEREAS, National Serv-All, Inc. is presently engaged in the business of collecting refuse for the City of Fort Wayne;

WHEREAS, National Serv-All, Inc. has agreed to provide temporary refuse pick up, on a temporary basis, in the same fashion and for same price as previously agreed to between the City and National Serv-All, Inc.;

NOW, THEREFORE, IT IS RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that a temporary agreement between the City of Fort Wayne, Indiana, and National Serv-All for the temporary collection of refuse in the same fashion and for the same price as in the previous garbage contract is hereby approved until furhter determination by the Board of Public Works and pending a complete review of the Court Order.

That the agreement between the City and National Serv-All, Inc. for such temporary service is a new agreement made after the Court's decision of January 26, 1982, however, the terms and conditions of pick up and payments shall be identical to those previously contained in the previous garbage contract.

Motion was seconded by Betty R. Collins and passed by the Board.

A true copy is incorporated herein.

Meeting adjourned at 4:50 p.m.

Roberta Anderson Staten

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Sunday, January 31, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

1. Mayor Win Moses, Jr. declared a SNOW EMERGENCY on Sunday, January 31, 1982 at 9:00 a.m. until Monday, February 1, 1982 at 6:00 p.m. — Approved.

   Board of Public Works found it necessary to employ additional help for snow removal.

Robert V Anderson

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, February 3, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten, B.R. Collins
Sandra E. Kennedy

1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Mayor Win Moses, Jr. declared a SNOW EMERGENCY on Wednesday, February 3, 1982 at 3:00 p.m. to Thursday, February 4, 1982 at 6:00 p.m.	Approved.
4.	Received street cut applications:	Approved and permit issued.

Berry and Jackson	--- C.U.
5905 Bluffton	--- "
Calhoun & Lenox	--- "
606 S. Calhoun	--- "
1015 Capitol	--- "
912 Catalina	--- "
Clay / 502 E. Wayne	--- NIPSCO
1914 S. Clinton	--- C.U.
2119 Cozy	--- "
Creighton & Hoagland	--- NIPSCO
Division & Madison (2)	--- C.U.
Douglas & Lafayette	--- "
Eckart & John	--- "
1526 Eckart (alley)	--- NIPSCO
1532 Hayden	--- "
High & Marion	--- C.U.
East side of Jackson so./Berry	--- Gen. Tel.
3215 Lafayette	--- C.U.
2401 Lake	- - "
2903 L. Huntington Rd.	--- "
1404 Normandale	--- NIPSCO
201 Pursley	--- C.U.
2500 Randall	--- "
5001 Roberta	--- "
6372 St. Joe Rd.	--- NIPSCO
2600 St. Joe Ctr. Rd.	--- Citizen Cable
1304 Sinclair	--- NIPSCO
1115 Spring	--- C.U.
2307 Springfield	--- "
1722 Spy Run (alley)	--- NIPSCO
3032 Warsaw	--- C.U.
302 E. Washington Ctr. Rd.	--- NIPSCO
Woodrow & Vance	--- C.U.
Woodrow & Ferguson	--- "
6814 Ashbrook	--- NIPSCO
3504 S. Calhoun	--- "
1407 Hanna	--- "
Lafayette & Dalhman	--- "
1205 S. Lafayette	--- "
432 E. Masterson	--- "
4400 N. Washington Rd.	--- "
Oliver & Emily	--- "
1113 Williams	---
335 Williams	---

5. Received petition for the installation of an ornamental street lighting system with underground wiring on Home Avenue from Broadway to Thompson Avenue.	Approved. Ordered Street Lighting Engineering Department to investigate and report. Board Order 4-1982 issued.
6. Received petition for the installation of a water main to serve West State Court from West State to its terminus.	Approved. Ordered Water Engineering Department to investigate and report. Board Order 3-1982 issued.
7. Received Water Contract No. 1025-81, Guaranty and Liability Bonds of Brooks Construction Company, Inc. in the amount of $40,912.65 prepared by the Water Engineering Department signed by American States Insurance Company for DELLWOOD PARK ADDITION - (Chinchilla Lane & Chantada Lane area).	Approved and ordered sent to the Common Council on Feburary 9, 1982 at 8 p.m.
8. Received Change Order No. 19 (FINAL) of Hagerman/Shambaugh, joint venture, in the amount of $20,558.08 for project Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved. Ordered sent to the Common Council on Tuesday, February 9, 1982 at 8 p.m.
9. Quotation was received from the Purchasing Agent for the proposed purchase of an Automated Financial Accounting System for the Fort Wayne City Utilities. AMERICAN MANAGEMENT SYSTEMS, INC. --- $160,000	The bid of American Management Systems, Inc. was accepted under Purchase Order No. A-010412 in the amount of $160,000. Ordered sent to the Common Council on Tuesday, February 9, 1982 at 8 p.m.
10. Quotations were received from the Purchasing Agent for the proposed purchase of an Automated Utility Billing System for the Fort Wayne City Utilities. TRES SYSTEMS, INC. -----------------$77,000	The bid of Tres Systems, Inc. was accepted under Purchase Order No. A-010411 in the amount of $77,000. Ordered sent to the Common Council on Tuesday, February 9, 1982. at 8 p.m.
11. Received invoice of T - G Excavating, Inc. in the amount of $718.05 approved by the Water Engineering Department for Water Resolution No. 1022-81 Butz Subdivision.	Ordered Controller to pay invoice from the Revolving Barrett Law Fund.

12. Received Water Contract No. 1024-81, Guaranty and Liability Bonds of Scheidleman Excavating, Inc. in the amount of $37,783.13 prepared by the Water Engineering Department signed by Guard Casualty & Surety Insurance Company for the installation of water main on north side of Ludwig Road from Sharon Drive westwardly 2130 ± feet to east right-of-way of State Road #3.

Approved and ordered sent to the Common Council on Tuesday, February 23, 1982 at 8 p.m.

13.

RESOLUTION NO. 71-185-13
ADOPTION OF TAP-IN FEES AND PAYMENT THEREOF
FOR SANITARY SEWER RESOLUTION NO. 353-81

WHEREAS, the Board of Public Works approved and adopted on October 14, 1981 Sanitary Sewer Resolution No. 353-81, and

WHEREAS, the above mentioned Sanitary Sewer Resolution provided for the Board of Public Works to establish a tap-in fee for each directly benefited property owner not to exceed Thirty-five Hundred dollars ($3,500) and,

WHEREAS, the Board of Public Works has placed under contract the above mentioned Sanitary Sewer Resolution which is now substantially complete and thus permitting the Board of Public Works to firmly establish a fair and equitable tap-in fee for each directly benefited property owner,

NOW, THEREFORE, in consideration of the foregoing statements, the Board of Public Works does hereby establish the following tap-in fee and payment thereof:

1. For those directly benefited properties which have had a building sewer constructed to their property line, their tap-in fee (not including the standard sewer permit fee) shall be Twenty-Five Hundred dollars ($2,500).
2. For those benefited properties which have not had a building sewer constructed to their property line, their tap-in fee shall be either the applicable area connection fee adopted by the Board of Public Works or subject to any area connection fee which is determined by the Board of Public Works to be appropriate.
3. The tap-in fee as herein established of Twenty-Five Hundred dollars ($2,500) shall be paid to City Utilities by either one of the following two methods
    a. By a total cash payment to City Utilities.
    b. By the execution of a mortgage agreement by the property owner (s) wherein they agree to amortize in monthly payments this tap-in fee with interest at 12% on the unpaid balance less $500.00, commencing upon receipt of the first monthly sewage bill from City Utilities. This monthly payment is hereby established to be Thirty Dollars ($30.00): a balloon payment will be required in the approximate amount of $500.)0 at the end of the mortgage.

Approved and adopted this February 3, 1982.
A true copy is incorporated herein.

14. Received BUILDING ENCROACHMENT EASEMENT between CSC Realty (Charles A. Colligan) and the City of Fort Wayne, Indiana, for an encroachment of three feet over public right of way in front of Lot #52 Maysville Heights Addition for a sign for Nationwide Insurance Company, 3737 Lake Avenue.

Approved.

Ordered sent to Street Engineering Department for handling.

15.	Authorization for payment of Escrow in the amount of $61,799.43 to JOE R. NORMAN CONTRACTORS, INC. by American Fletcher National Bank of Indianapolis for Sewer Contract 310-81 - Phase III - St. Joe Interconnect Interceptor.	Approved.
16.	Received request from the Indiana State Board of Health that reimbursement be made to them in the amount of $3,677.00 due to their overpayment on C-180599-09 JUNK DITCH STUDY AREA - "Design Phase".	Approved and ordered paid by Water Pollution Control Utility Fund.
17.	Per Agreement 71-99-30 dated 10-21-81 - Received invoice of Utility Center, Inc. in the amount of $500.00 approved by the Director of Water Resources. Invoice covers cost for City Utilities to have a franchise area released by Inbalco.	Approved and ordered payment made from funds by City Utilities.
18.	Received Grant of Easement for Water Main 81-XP-3 for Washington Center Road - between MARATHON OIL COMPANY, an Ohio Corporation, and the City of Fort Wayne, Indiana: The South 15 feet of the North 40 feet of the East 2149 4 feet of the North half of the Northwest Quarter of Section 22, Township 31 North, Range 12 East, Allen County Indiana.	Approved. A recorded copy is on file in the Board of Public Works.
19.	Received invoice of Butler, Fairman and Seufert, Inc. in the amount of $870.25 (59% of total invoice - City's share) approved by the Street Engineering Department and the Director of Transportation covering ST. JOE ROAD (SR #37 to Evard Rd.) ACR - 4-71.	Approved and ordered paid from LRS Account.
20.	Received a request from Indiana & Michigan (Tom Kanning), 2101 Spy Run, to barricade Friday, Feb. 5 through Feb. 8, 1982 at all times the west side center lane by crosswalk on Calhoun South of Wayne and alley south of Washington on Calhoun. PURPOSE: Repair manholes.	Approved and permit issued
21.	Received invoice #33 of HAGERMAN / SHAMBAUGH, joint bidders, in the amount of $79,564.00 approved by the Director of Water Resources for Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved and ordered paid by City Utilities the amount of $54,564.00 from Water Utility Fund. Also the amount of $25,000 is to be released from Escrow Accoun at Fort Wayne National Bank.
22.	Received from the Purchasing Agent request to purchase annual requirements of stone, sand and various aggregates for several department of the City of Fort Wayne. Estimated quantity on twelve month basis is 71,000 tons of aggregate including all types.	Approved bid reference #1015. Ordered sent to the Common Council on Tuesday, February 23, 1982 at 8 p.m.

23. Received from the Purchasing Agent request to purchase repair clamps for the Water Maintenance and Service Department. Requirement of repair clamps of various sizes is for the first six months of 1982.	Approved bid reference #635. Ordered sent to the Common Council on Tuesday, February 23, 1982 at 8 p.m.
24. Request was received from C.W. Fueling (Roto Rooter) 5703 Deactur Road for permission to barricade on 2/19/82 thru 2/26/82 around the clock the alley behind 1900 block of Emerson between Tyler and Railroad. PURPOSE: Cleaning out sewer line at 1902 Emerson.	Approved and permit issued.
25. Permission was granted to NIPSCO, 1501 Hale, to barricade on Feb. 24, 1982 for one week around the clock the alley North of Alliger between Anthony and Fletcher. PURPOSE: Running 6" plastic manins.	Approved and permit issued.
26. Received request from Winzeler Excavating Company, Bryan, Ohio, for permission to barricade on February 24, 1982 from 9 a.m. to 3 p.m. West Jefferson at Swinney near railroad tracks (one center lane) PURPOSE: Street pouring.	Approved and permit issued.

Meeting adjourned at 10:40 a.m.

Robert Anderson

Betty R Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, February 10, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.

3. Received street cut applications:

233 W. Baker	---	NIPSCO
Barr beside 236 E. Murray	---	"
821 E. Berry	---	C.U.
Elmer at Wells	---	NIPSCO
2920 Engle	---	C.U.
Fairfield & Burns	---	"
6400 Fairfield	---	"
1638 W. Fourth	---	"
1700 S. Hanna	---	"
4321 Holton	---	NIPSCO
Irene and alley west of Cass	---	"
2504 Lake	---	"
3513 Raymond	---	C.U.
State bet. Cass	---	NIPSCO
2909 Warsaw	---	"
5409 S. Webster	---	"
Wells from Spy Run Creek bridge to Franke Park	---	"
733 and 734 Archer	---	"
7011 Ardmore	---	"
2323 Bowser	---	"
7524 Breckenwood	---	"
3722 Fritcha	---	"
3722 S. Hanna	- -	"
3515 Indiana	---	"
5215 Illinois	---	"
4509 S. Lafayette	---	"
455 E. Leith	---	"
429 W. Lexington	---	"
906 Oakdale	---	"
432 W. Oakdale	---	"
1230 Oakland	---	"
811 E. Rudisill	---	"
3518 Rumsey	---	"
6025 Southcrest	---	"
502 E. Wayne (alley	---	"
442 E. Wildwood	---	"
452 E. Wildwood	---	"

4. RESOLUTION NO. 71-189- 4

Be it hereby resolved by the Board of Public Works of the City of Fort Wayne, Indiana; that it is deemed necessary to establish rates for service rendered by the Street Light Maintenance Division of City Light and Power.

The rate herein established contains all charges for equipment and labor and is comparable with other City Utility departments.

Service Description	City Utilities Civil City	Outside Agencies
Earth Saw & Operator	$ 40.00/hr.	$ 51.00/hr.
Service Electrician	19.25/hr.	31.00/hr.
Service Electrician & Helper	31.50/hr.	50.00/hr.

Also established by this resolve is the policy permitting only personnel within the aforementioned utility diviison or their authorized representative, established by competitive bid, to perform work on any existing lighting owned by the said utility.

These rates and policies shall be in full force and effect from this date forward and shall be subject to annual review and revision each calendar year.

Approved and adopted this
February 10, 1982. H.I.

5. Received ADDENDUM to "PAVEMENT CUTS FOR UTILITY REPAIRS". Varying circumstances: Street Engineering will have jurisdiction as to area involved and method of resoration to be followed.	Approved. A true copy is incorporated herein.
6. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $8,283.13 approved by the Traffic Engineering Department for professional services per engineering agreement dated April 8, 1981 and letter of authorization dated April 27, 1981 reference Project HES-MG-HHS-200.9 (1) for services from 12-0-81 thru 1-2-82.	Approved and ordered paid from LRS Account.
7. Pursuant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER $3,626.69 and SEWER $1,936.24 (total $5,562.93).	Approved.
8. Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $26,762.25 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5923-81 - NORTHWEST CENTRAL, PHASE V-B (Short St. and Cortland St. curbs and sidewalks as designated.	Approved. Ordered sent to the Common Council on Tuesday, February 23, 1982 at 8 p.m.
9. Received Contract, Guaranty and Liability Bonds of Hipskind Concrete Corporation in the amount of $11,101.15 prepared by the Street Engineering Department signed by Trinity Universal Insurance Company for Resolution No. 5925-81 - LAREZ NEIGHBORHOOD, PHASE IV-C. curbface walk - East Woodland Avenue.	Approved. Ordered sent to the Common Council on Tuesday, February 23, 1982 at 8 p.m.

11.	Received invoice #15 of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $9,011.02 approved by the Water Pollution Control Engineering Department for work performed on COMBINED SEWER OVERFLOW STUDY	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
12.	Received invoice of Rocco Ferrera & Co., Inc. in the amount of $5,865.86 approved by the Water Pollution Control Engineering Department for St. Joe Interceptor Sewer Resolution No. 310-80, Phase I for the installation and removal of temporary asphalt pavements at Tilden and Garfield and California and Tennessee to Lake Avenue.	Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.
13.	Received invoice of Howard Needles Tammen & Bergendoff in the amount of $11,401.94 approved by the Director of Water Resources, Invoice # 78-08-310-01-040, for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980; Article 1A-Construction Engineering. Billing in accordance with Article 3.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
14.	Received invoice of Howard Needles Tammen & Bergendoff in the amount of $288.02 approved by the Director of Water Resources for professional engineering services performed in connection with the preparation of EPA Grant Amendment Request Documents for the Water Quality Control Project Division I as described in Letter Agreement accepted December 2, 1981. Services are for the period of December 2, 1981 through December 18, 1981. Re: Project C-180538-01.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
15.	Authorization for transfer of funds by ANTHONY WAYNE BANK -Escrow Agent - from Sewer Resolution Contract 330-80, Phase II to Sewer Resolution Contract 333-80 from JOHN DEHNER, INC. ESCROW ACCOUNT in the amount of $4,369.93. Authorization is given to correct an error made by the bank.	Approved.
16.	Received partial payment estimate #56 of Hagerman / Shambaugh, joint bidders, in the amount of $413,096.36 approved by Howard Needles Tammen & Bergendoff (HB Steeg & Assoc.) and the Director of Water Resources for Water Quality Control Project Division I - Water Pollution Control Plant Additions Project C-180538-01 for the period of 7/31/81 to 12/22/81.	Approved and ordered City Utilities to pay invoice of Hagerman/Shambaugh in the amount of $413,096.36. Also pay the amount of $21,741.92 to Hagerman/Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.

17. Received TEMPORARY AGREEMENT FOR THE COLLECTION AND DISPOSAL OF REFUSE, dated January 29, 1982 between National Serv-All, Inc. and the City of Fort Wayne, Indiana.	Approved. A true copy is incorporated herein.
18. Received a request from Gene Matter, 4319 Beaver, for permission to barricade on February 27, 1982 from 7:00 a.m. to 10:00 p.m. Doan at Calhoun and Noll at Paulding Road. PURPOSE: Bishop Luers Swing Forum Contest.	Approved and permit issued.
19. Received request from Fort Wayne Cablevision for rate increase for basic service.	Associate Attorney, Richard I. Snouffer, recommended Board delay decision regarding rate increase.
20. Received invoice #2 of Howard Needles Tammen & Bergendoff in the amount of $3,591.64 approved by the Director of Water Resources for professional engineering services performed in connection with construction engineering services for the Water Quality Control Project Division I as described in Letter Agreement accepted October 14, 1981. Services rendered for the period of October 14, 1981 through December 18, 1981. Re: Project C-180538-01.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
21. A request was received from Bud Steinman - AAA Auctioneers, 931 Seward, New Haven, Ind., for permission to barricade 150' in front of 2155 Fairfield to use as loading zone for AUCTION to be held on 2-27-82 from 100:00 a.m. to 5:00 p.m. PURPOSE: Conduct auction.	Approved and permit issued.
22. A request was received from Water Maintenance & Service, 514 E. Wallace, for permission to barricade Hale Ave. between Pauline and Juliette on March 1 and 2, 1982 from Noon to 3:30 p.m. PURPOSE: Emergency repairs to water mains.	Approved and permit issued.
23. Received request from Deermer Const.Co. 6049 E. State, for permission to barricade alley at rear of 2714 Pleasant Drive from March 2 thru March 5, 1982 at all times. PURPOSE: Removing basement wall.	Approved and permit issued.

Meeting adjourned at 10:15 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Wednesday, February 17, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

	S.A. BAILEY, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, R.A. Staten, B. R. Collins Sandra Kennedy
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Received Street Lighting Resolution No. 158-82, final plans, estimate, specifications and property ownership list prepared by the Street Lighting Engineering Department for the installation of street lights on Home Avenue from Broadway Boulevard to Thompson Avenue.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners February 19 and 26, 1982. HEARING ON CONFIRMATION Thursday, March 4, 1982 at 3:30 p m. Mail notices on February 26, 1982
4.	Received request from the Street Engineering Department that petition for sidewalk at 1401 Broadway under Board Order 89-79 be rescinded.	ALL ACTION RESCINDED.
5.	Received request from the Street Engineering Department that petition for sidewalk on Forest Avenue under Board Order 51-80 be rescinded.	ALL ACTION RESCINDED.
6.	Received invoice 70-10-210-01-45 of McNamee Porter and Seeley, Consulting Engineers, in the amount of $892.12 approved by the Director of Water Resources for general Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered paid by City Utilities from the Water Utility Fund.
7.	Received invoice 78-08-310-01-41 of Howard Needles Tammen and Bergendoff in the amount of $12,917.25 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980; Article 1A - Construction Engineering. Billing in accordance with Article 3 - AWT - C-180774-03.	Approved and ordered paid bu City Utilities from the Water Utility Fund.

8.	Received Acceptance Agreement for partial work completed on EPA No. C-180774-03 for : One IBM Selectric III Model 6705 typewriter, Serial #4417297 complete with accessories and options as specified. Approved by the Department of Water Resources.	Approved. Warranty date is January 25, 1982.
9.	Received invoice 70-10-210-01-44 of McNamee Porter and Seeley in the amount of $2,629.17 approved by the Director of Water Resources for Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered paid by City Utilities from the Water Utility Fund.
10.	Received Change Order #1 of Hagerman-Shambaugh, joint bidders, in the decreased amount of $44,381.00 for Water Pollution Control Plant for Advanced Water Treatment, Phases A, B and C approved by the Director of Water Resources - C-180774-03.	Approved. Ordered sent to the Common Council on Tuesday, Mar. 9, 1982.
11.	Received partial payment estimate #1 of Lengacher Construction Company, Inc. in the amount of $37,993.50 approved by the Water Engineering Department covering Water Contract 81-XP-3 - WASHINGTON CENTER ROAD CONNECTING FEEDER MAIN.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
12.	Received partial payment estimate #3 of T - G Excavating, Inc. in the amount of $15,558.23 approved by the Water Engineering Department covering Water Contract 81-XP-2 - MCARTHUR DRIVE - INDIANAPOLIS ROAD FEEDER MAIN.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

13. Received the following partial payments approved by the Water Pollution Control Engineering Department for Sewer Projects: ST. JOE STUDY AREA - C-180599

		PAYMENT:	ESCROW:	BANK:
(a)	ROCCO FERRERA & CO., INC. Estimate #10 Res. No. 310-80, Phase I	$ 55,605.77	000	
(b)	JOE R. NORMAN CONTRACTOR, INC. Est. #11 Res. No. 310-80, Ph. III	22,725.95	000	
(c)	ROCCO FERRERA & CO., INC. Est. # 12 Res. No. 310-80, Ph. IV	6,904.20	000	
(d)	EARTH CONST. & ENGR., INC. Est. #12 Res. No. 313-80	44,380.14	000	
(e)	EARTH CONST. & ENGR., INC. Est. #12 Res. No. 314-80	2,482.90	000	
(f)	EARTH CONST. & ENGR., INC. Est #11 Res. No. 315-80	13,423.55	000	
(g)	EARTH CONST. & ENGR., INC. Est. #8 Res. No. 316-80	22,041.85	000	

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

14. Received the following partial payments approved by the Water Pollution Control Engineering Department for sewer projects: SPY RUN STUDY AREA C-180599-07

(a)	NORTHEASTERN CONST. CO. Est. #11 Res. No. 327-80	$666.55	000 Escrow

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

15. Received the following partial payments approved by the Water Pollution Control Engineering Department for sewer projects: NORTH MAUMEE STUDY AREA - C-180599-08

		PAYMENT:	ESCROW:	BANK:
(a)	ROCCO FERRERA & CO., INC. Est. #10 Sewer Res. 330-80, Phase I	$ 11,648.14	000	
(b)	JOHN DEHNER, INC. Est. #10 Sewer Res. 330-80, Ph. II	000	$9,283.70	Anthony Wayne Bar
(c)	JOHN DEHNER, INC. Est. #6 Sewer Res. 333-80	4,695.33	000	
(d)	JOHN DEHNER, INC. Est. #7 Sewer Res. No. 335-80	38,394.56	4,266.06	Anthony Wayne Bar
(e)	JOHN DEHNER, INC. Est. #8 Sewer Res. No. 337-80	700.00	000	

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund.

16. Received the following partial payments approved by the Water Pollution Control Engineering Department for sewer projects: JUNK DITCH STUDY AREA - C-180599-09

(a)	NESS EXCAVATING, INC. Est. #7 Sewer Res. 350-80	$11,625.00	000

Approved and ordered paid by City Utilities from the Water Pollution Control Utility Fund

Meeting adjourned at 10:15 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wendesday, February 24, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS Sandra E. Kennedy, Clerk	S.A. BAILEY, R.A. STATEN, B.R. COLLINS Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Request was received from ROCCO FERRERA & COMPANY, INC. for authorization for payment from ESCROW ACCOUNT at Lincoln National Bank and Trust Company the amount of $91,771.95 for Sewer Contract 310-80 - Phase I. Request prepared by the Water Pollution Control Engineering Department.	Approved.
4. Request was received from ROCCO FERRERA & COMPANY, INC. for authorization for payment from ESCROW ACCOUNT at Lincoln National Bank and Trust Company the amount of $74,564.70 for Sewer Contract 310-80 - Phase IV. Request prepared by the Water Pollution Control Engineering Department.	Approved.
5. Received plat for MONTROSE SQUARE SUBDIVISION submitted and approved by the City Plan Commission. Plat signed on 2/23/82.	Approved.
6. Received request for permission to hold a parade by PATROLMEN'S BENEVOLENT ASSOC. / FRATERNAL ORDER OF POLICE on Tuesday, March 2, 1982 from 12:00 Noon to 1:00 p.m. with approximately 100 persons starting at 200 S. Clinton and terminating at the City-County Building. Route to be traveled: Clinton to Berry, west to Calhoun and north to City-County Building. PURPOSE: Demonstration.	Approved and permit issued.
7. Received petition for drain cut in drain tile in Sprunger Addition.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report. Board Order 5-82 issued.

8. Received street cut applications: Approved and permits issued.

3309 N. Anthony --- C.U.
7321 Beaty Ave. --- "
300 S. Calhoun --- "
1921 S. Calhoun --- NIPSCO
2502 Cass --- "
Charlotte - 100' E. --- C.U.
of Hobson --- "
3516 N. Clinton --- "
S. Clinton N. of Rudisill --- "
1711 Colony --- "
3933 Dalewood --- "
1902 Emerson (alley) --- Roto Rooter
6517 Fernwood --- C.U.
4938 Forest --- "
2717 Glencairn --- "
2909 Holton --- "
3506 Indiana --- Troy Wilson
Investment Dr. at Food --- C.U.
Marketing Co.
3134 Kentucky --- "
2410 Lake --- Land Excav.
2504 Lake --- "
1900 Lakeview --- NIPSCO
5908 Lois Lane --- C.U.
L. Huntington Rd. and --- "
Ideal Ave.
Mill Run S. of L. Htgtn. --- "
Nordholme & E. State --- "
Old Decatur from Garden- --- NIPSCO
dale to Sylvia C.U.
6405 Old Trail --- "
4129 Patrick Lane --- "
7116 Penmoken --- "
Plaza & Capitol --- "
210 Pursley --- "
Reynolds & Summer --- "
1723 St. Joe Ctr. Rd. --- "
1429 Sherman --- "
2111 E. State --- Land Excav.
1327 Tulip Tree --- C.U.
4310 Vance --- "
900 Calhoun --- I & M.
SE Cor. Wildwood & --- Gen. Tele.
S. Wayne
3722 Fritcha --- canceled.

7011 Ardmore --- NIPSCO
1414 S. Anthony ---
7524 Breckenwood ---
Calhoun at alley so. --- I & M
of Washington
2728 Crescent --- C.U.
Dayton / 532 --- NIPSCO
W. Oakdale
1106 Degroff --- "
1424 Dodge --- C.U.
443 Eckart --- NIPSCO
1220 Elm --- "
2625 Ethel --- C.U.
NW cor. Fourth and --- NIPSCO
Clinton
2081 Glenwood --- C.U.
Goshen & Ethel --- "
5205 Hoagland --- "
5215 Illinois Rd. --- NIPSCO
3515 Indiana --- "
1019 Legoma --- "
1212 W. Mail --- "
2418 S. Anthony --- "
3377 Old Maumee --- "
1613 Oxford --- "
3332 and 3333 Parnell --- C.U.
1929 Pine --- "

3317 Plaza --- NIPSCO
1708 Richardson --- "
4600 Woodsdale Lane --- "
1043 Schick --- "
6117 Shell --- C.U.
2415 Smith --- NIPSCO
6025 Southcrest --- "
4038 S. Wayne --- "
4400 N. Washington Rd. --- "
2107 Crescent --- "
1424 Dodge --- "
311 Esmond --- "
3016 S. Harrison --- "
3515 S. Harrison --- "
3204 S. Harrison --- "
726 W. Oakdale on Dayton --- "
2625 E. Pontiac --- "
3602 S. Wayne --- "
South Wayne & Wildwood--- "
4218 Tacoma --- "
Washington & Grant --- "

9. Received Change Order #2 REVISED of Joe R. Norman Contractors, Inc. in the amount of $88,822.50 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase III - ST. JOE INTERCONNECT INTERCEPTOR.

   Note: Change Order #2 dated Oct. 28, 1981 is RESCINDED. (71-104-14)

   Approved and ordered sent to the Common Council on Tuesday, March 9, 1982 at 8:00 p.m.

10. Received Change Order #2 REVISED of John Dehner, Inc. in the amount of $27,140.35 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 336-80 - TRIER PUMP STATION - North Maumee Interconnect Interceptor.

    Note: Change Order #2 dated November 18, 1981 is RESCINDED. (71-123-16f).

    Approved and ordered sent to the Common Council on Tuesday, March 9, 1982 at 8:00 p.m.

11. RESOLUTION NO. 71-197-11

    Approved.

    WHEREAS, Delagrange Construction has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing upon the vacation of the following public utility easement situated in Fort Wayne, Allen County, to-wit:

    The west one (1) foot of a seven (7) foot utility easement located on and along the east property line of lot number six (6) of Breconshire, Section one (1) and beginning at a point thirty (30) feet north of the Breconshire Drive north right of way line as measured along the west edge of the existing subject easement, and extending northward on and along the west edge of the existing subject easement for a distance of fifty (50) feet.

12. Received invoice of Hipskind Asphalt Corp. in the amount of $3,500 approved by the Director of Transportation for ditch cleaning area of 2223 Goshen Road.

    Approved and ordered paid from MVH Fund #4-02-128-129-01-4265.

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13.	Received invoice of Hipskind Asphalt Corp. in the amount of $3,921.35 approved by the Director of Transportation for installation of new guard rail in the area of 2800 block of South Clinton Street.	Approved and ordered paid from MVH Fund 4-02-128-129-01-4265.
14.	Received invoice of Hipskind Asphalt Corp. in the amount of $2,700 approved by the Street Engineering Department for guardrail installation on Wayne Trace and Sherwood Terrace.	Approved and ordered paid from MVH Fund 4-02-128-129-01-4265.
15.	Received recommendation that petition for sidewalk at 1210 Nuttman Avenue be rescinded. Recommendation made by Street Engineering Department.	ALL ACTION RESCINDED.
16.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of D & M Mechanical Construction, Inc. with Guaranty bond in the amount of $861.25 signed by The Cincinnati Insurance Company forSanitary Sewer - ARDMORE AVE. - KNOLL ROAD area.	Approved. Ordered acceptance letter written.
17.	Received invoice #2 of Hagerman / Shambaugh, joint bidders, in the amount of $241,551.00 approved by Howard Needles Tammen & Bergendoff, Consulting Engineers, and the Director of Water Resources for Advanced Wastewater Treatment for Water Pollution Control Plant Additions C-180774-03.	Approved and ordered City Utilities to pay invoice of Hagerman/ Shambaugh in the amount of $241,551.00. Also pay the amount of $26,839.00 to Hagerman/Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
18.	Received Agreement by and between the City Utilities of the City of Fort Wayne, Indiana, and Warren W. Shearer for SPECIAL EXPERT CONSULTANT SERVICES in the matter of an Investigation into Possible Usage Sensitive Pricing Alternatives to Flat Rate Charges by Indiana Telephone Companies for Local Exchange Telephone Service and Extension of Toll Free Flat Rate Calling Areas.	Approved. A true copy is incorporated herein.
19.	Received a request from Martin, Inc., 4315 Meyer, to barricade April 12 thru April 16, 1982 the north side of Lewis in 100 block from Calhoun to Clinton from 8:00 a.m. to 4:30 p.m.. PURPOSE: Demolition of convent.	Approved and permit issued.

Meeting adjourned at 10:00 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Wednesday, March 3, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R. A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Water Contract 82-XP-1 for furnishing of all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc. necessary to install a 6" water main including all necessary fittings as follows: Across the St. Marys River from the West end of Wildwood Avenue westward 380 ± L.F. to Gruber Avenue:

BERCOT, INC.	---	$40,700.00	Fed. Reg.
JOHN DEHNER, INC.	---	34,390.00	#1
T - G EXCAV., INC.	---	37,138.80	14.3%
EARTH CONST & ENGR. CO.	---	18,491.00	17%

Referred to the Water Engineering Department for tabulation and report.

Will award contract on Wednesday, March 10, 1982 at 9 a.m.

4. RECEIVE BIDS:

Sewer Resolution No. 356-81 for the repair at intermediate locations along an existing combination sewer line located within the alley bounded on the south by Baxter Street, on the north by Richardsville Avenue, on the east by Hanna Street and on the west by Monroe Street:

L. W. DAILEY, INC.	---	$22,350.00	-475.00
EARTH CONST & ENGR.	---	19,420.00	-245.00
SCHEIDLEMAN EXCAV.	---	19,399.30	-537.20
T & G EXCAV.	---	22,930.00	-624.00

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Will award contract on Wednesday, March 10, 1982 at 9 a.m.

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5. Received partial payment estimate #5 of Winzeler Excavating, Inc. in the amount of $41,841.40 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 341-80 JUNK DITCH INTERCONNECT INTERCEPTOR.	Ordered the amount of $41,841.40 paid by City Utilities to Winzeler Excavating, Inc. Also ordered the amount of $4,649.05 paid to Winzeler Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
6. Request was received from Joseph Haifley, 4433 S. Lafayette, for permission to us the following property for GARDENING PURPOSES ONLY from Apr. 1, 1982 and ending on October 31, 1982. Plot of ground directly behind 1001 N. Anthony Blvd. which consists of 49.17' width of ground running to riverbank, all in Anthony Blvd. Place Addition.	Approved and garden permit issued.
7. Received invoice of Bonar & Associates, Ind. in the amount of $1,841.21 approved by the Director of Transporation for services in accordance with Agreement of 7-16-80 for BLUFFTON ROAD PROJECT.	Approved and ordered paid from LRS Account 402-138-338-17-4431.
8. Authorization is hereby given for Moellering Construction Company, Inc. to receive from the Fort Wayne National Bank & Trust Company the amount of $3,812.09 from Escrow Account concerning Sewer Resolution 339-80 - NORTH MAUMEE INTERCONNECT INTERCEPTOR.	Approved.
9. Received invoice of Elliott Equipment Corp. in the amount of $5,700 approved by the Traffic Engineering Department for materials for the Signal Shop.	Approved and ordered paid from Account 4-02-138-338-12-4265.
10. Received invoice of Dietrich Acoustic Company in the amount of $2,322.00 approved by the Traffic Engineering Department for expansion of our computer room necessitated changes for Street Light Engineering and Personnel.	Approved and ordered paid from Account 4-02-138-338-11-4265.
11. Received invoice of Clyde E. Williams & Assoc., Inc. in the amount of $5,840.02 approved by the Traffic Engineering Department for professional services per Engineering Agreement dated April 8, 1981 and letter of Authorization dated April 27, 1981 for services from 1-4-82 thru 1-30-82.	Approved and ordered paid from LRS Fund Account #402-138-338-11-4431
12. Received invoice of HARDING, DAHM & CO., INC. in the amount of $885.00 approved by the Department of Water Resources for appraisal valuation of property at 307 East Murray Street.	Approved and ordered invoice paid by City Utilities from the Water Pollution Control Engineering Department.

13.	Received preliminary plans and estimate and recommendation from the Water Engineering Department for WATER MAIN - Botanical Gardens Harrison Street (Douglas to Jefferson.	Ordered the Water Engineering Department to prepare final plans, specifications and Water Main Extension Resolution.
14.	Received petition for the installation of a water main to serve Elnora Drive from Washington Center Road northward 350'.	Approved. Ordered Water Engr. Dep. to investigate and report. Board Order 6-82.
15.	Received petition for the providing of storm drainage on Wallywood Drive from Franke Park Drive to Spy Run Creek.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report. Board Order 7-82.
16.	Received a petition for the installation of catch basin in the east end of the alley off of Rumsey between Howell and High Streets.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report. Board Order 8-82 issued.
17.	Received Private Sanitary Sewer Connection Agreement between OURANIA AND ANTHANSIOS PAPPAS and the City of Fort Wayne, Indiana, allowing installation of sewer connection for 8140 Old Auburn Road on a 2 ± acreage.	Approved. A true copy is incorporated herein.
18.	Received final plans, specificatons, etc. of Water Contract 82-XP-2 prepared by the Water Engineering Department for the installation of water main on the east side of Harrison Street from Douglas Avenue northward to Jefferson Street.	CONFIRMED. Advertise Notice to Contractors March 12 and 19, 1982. Receive bids on Wednesday, March 24, 1982 at 9 a.m. Ordered the Water Engineering Department to prepare bid documents.
19.	Board deemed it necessary to re-advertise Notice to Bidders for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobile home court, etc.	Approved. A true copy is incorporated herein. Advertise Notice to Bidders March 5 and 12, 1982. Receive bids on Monday, April 5, 1982 at 10:00 a.m.
20.	Received quotations from the Purchasing Agent for the proposed purchse of paid for the Traffic Engineering Sign Shop: BALTIMORE PAINT & CHEMICAL CO.--- $3.83 and 3.97 /gal. PRISMO UNIVERSAL CORP. --- 3.83 and 4.03 /gal. DE SANTIS COATINGS, INC. --- 4.12 and 4.05 /gal.	The bid of Baltimore Paint & Chemical Company was accepted under Purchase Order No. A-15942. Sent to the Common Council on Tuesday, March 23, 1982 at 8 p.m.

Meeting adjourned at 10:15 a.m.

ATTEST:

Sandra Kennedy
Clerk

Robert Anderson Platt

BOARD OF PUBLIC WORKS

Thursday, March 4, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. HEARING ON CONFIRMATION:

Street Lighting Resolution No. 158-82 for the installation of an underground ornamental street lighting on Home Avenue from Broadway to Thompson Avenue.

Continued to Thursday, March 18, 1982 at 3:30 p.m.

Time up to receive remonstrance Monday, March 15, 1982 at 5:00 p.m.

Meeting adjourned at 4:00 p.m.

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, March 10, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Sewer Resolution No. 356-81 for the repair at intermediate locations along an existing combination sewer line located within the alley bounded on the south by Baxter Street on the north by Richardsville Avenue, on the east by Hanna Street and on the west by Monroe Street.

Award to Scheidleman Excavating, Inc. at and for their bid in the amount of $21,499.30 subject to councilmanic approval.

Order Water Pollution Control Engineering Department to prepare contract and necessary documents.

4. AWARD CONTRACT:

Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract No. 82-XP-1 for the installation of a water main across the St. Marys River from the West end of Wildwood Avenue westward 380 ± L.F. to Gruber Avenue.

Award to Earth Const. & Engr. Const. Inc. at and for their bid in the amount of $18,491.00 subject to councilmanic approval.

Ordered Water Engineering Department to prepare contract and necessary documents.

5. RECEIVE BIDS:

Sewer Improvement Resolution No. 882-1980 for the construction of a main sewer across a portion bounded on the West by the East right-of-way line of Bluffton Road; bounded on the North by a line 200 feet South of the South right-of-way line of Rehm Drive; bounded on the East by the West right-of-way line of Koester Drive and bounded on the South by a line 280 feet South of the South right-of-way of Dale Drive:

BERCOT, INC.	---	$ 160,260.25	Fed. Reg.
L. W. DAILEY, INC.	---	173,048.25	Union
JOHN DEHNER, INC.	---	179,603.00	Area Plan
EARTH CONST. & ENGR.	---	158,873.00	17%
SCHEIDLEMAN EXCAV.	---	196,813.04	Fed. Reg.
T - G EXCAVATING	---	198,171.05	#4 14.3

Referred to the Water Pollution Control Engineering Department for tabulation and report.

Award contract on Wednesday, March 17, 1982 at 9 a.m.

6. RECEIVE BIDS:

Water Main Improvement Resolution No. 1026-81 for the construction of a water main in and along the north side of SOUTHDALE AVENUE from Anthony Boulevard to Holton Avenue:

ALL STAR CONST.	---	$ 23,951.00	Area plan
BERCOT, INC.	---	23,135.74	Fed. Reg.
BROOKS CONST.	---	19,008.05	Fed. Reg.
JOHN DEHNER, INC.	---	23,151.00	Area plan
EARTH CONST. & ENGR.	---	20,894.60	#4 - 17%
SCHEIDLEMAN EXCAV.	---	15,640.57	Fed. Reg.
T & G EXCAVATING,	---	18,956.84	14.3%

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, March 17, 1982 at 9 a.m.

7. Received street cut applications:

Approved and permits issued.

1412 S. Anthony	---	Earth Const.
5214 Archwood Lane	--	C.U.
7205 Beaty	---	"
2525 Lake	---	NIPSCO
Bradbury - S. at L. Huntington Rd.	---	C.U.
724 Buchanan	---	NIPSCO
N. Camden W. at Brighton	---	C.U.
553 Charlotte	---	"
1821 S. Clinton	---	NIPSCO
151 Collins	---	C.U.
5715 Covington Rd.	---	"
426 E. Creighton	---	NIPSCO
4320 Earth	---	C.U.
731 W. Fairfax	---	"
2211 Fleetwood	---	NIPSCO
1154 Francis	---	"
3333 Garland	---	C.U.
Goshen and Ethel	---	"
1730 N. Harrison	---	NIPSCO
628 Hendricks	---	Griffen Enter.
731 High	---	C.U.
1802 High	---	NIPSCO
1641 Huffman	---	C.U.
L. Huntington Rd /	---	NIPSCO
3721 Kirkland	---	C.U.
3420 Kirkwood Circle	---	"
2401 Lake	---	NIPSCO
2534 S. Lafayette	---	Earth Const.
L. Htgtn. Rd. & Beaty	---	C.U.
5605 McClellan	---	"
Wohama at Maplewood	---	NIPSCO
3218, 3222 and 2600 Maumee	---	"
1151 Monroe	---	"
1323 Normandale	---	"
Dayton / 726 W. Oakdale	---	"
4139 Patrick Lane	---	NIPSCO
2920 Pittsburg	---	"
3301 Robinwood	---	"
4615 Schaper	---	Roto Rooter
Schick & Washington	---	C.U.
2600 Smith	---	"
122 E. Suttenfield	---	NIPSCO
1910 Third	---	C.U.
162' W. of W. PL of Glasgow on Washington.	---	WPC Engr.
1809 Webster	---	C.U.
3900 Weisser Pk.	---	"
2116 Winch	---	NIPSCO

3015 Winter --- C.U.
4408 Standish --- "
W. Superior & Ewing ---NIPSCO
2211 Wawonnaissa Trail ---C. U.
S. Wayne at W. Wildwood---NIPSCO
129 W. Wayne (alley) --- "
NE Cor. of S. Wayne and Wildwood---Gen. Tele.
2918 Anthony ---NIPSCO
3616 Amulet --- "
1513 S. Anthony --- "
Bradberry & L. Huntington Rd. --- "
427 W. Branning --- "
1115 College --- "
410 W. Creighton --- "
1512 High --- "
419 E. Lewis (alley) --- "
927 Nuttman --- "
1126 Oak (alley) --- "
1201 W. Packard --- "
1204 E. Pontiac --- "
3330 Robinwood (alley) --- "
2521 St. Mary's --- "
2021 Sherman --- "
2214 Sherman --- "
100 blk. W. State --- "
1134 Taylor --- "
826 W. Washington --- "

8.	Re: Interim Construction Engineering Services Agreement, dated October 14, 1982 for Change Orders 25, 26, 27 and 28 Water Quality Control Project Division I, WPC Plant Additions, Sewage Works Grant C-180538-01: City of Fort Wayne and Howard Needles Tammen & Bergendoff agree to change time of services from sixty days to 180days and to change the total billing limit from $6,000 to $12,000.	Approved. A true copy is incorporated herein.
9.	Received invoices of Howard Needles Tammen & Bergendoff in the amounts of $984.72 (#3 invoice) and $2,375.28 (#4 invoice) approved by the Director of Water Resources for professional Engineering Services performed in connection with their efforts on Change Orders 25, 26, 27 and 28 on Division I of Sewage Works Grant C-180538-01.	Approved. Ordered City Utilities to pay invoices #3 for $984.72 and #4 for $2,375.28 form the Water Pollution Control Utility Fund.
10.	Received partial payment estimate #13 of Waynesfield Construction in the amount of $9,572.45 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 323-80 SPY RUN INTERCONNECT INTERCEPTOR C-180599-07.	Approved. Ordered City Utilities to pay invoice in the amount of $9,572.45 from the Water Pollution Control Utility Fund.
11.	Received invoice 78-08-310-01-042 of Howard Needles Tammen & Bergendoff in the amount of $22,397.62 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980, Article 1A - Construction Engineering. Billing in accordance with Article 3. EPA #C-180774-03.	Approved. Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

12. Received invoice of Summit City Wrecking, Inc. in the amount of $1,950.30 approved by the Director of Transportation for demolition of building at 1125 Wells Street.

Approved and ordered paid under Purchase Order A-14237 - Account #402-138-338-03-4431.

13. Quotations were received by the Purchasing Agent for bid reference #1020 for the purchase of batteries for various departments.

TAYLOR, BLACKBURN & JOY BATTERY ---
IMEL BATTERY & LEAD CO., INC. ---
ANTHONY MOTOR PARTS CORP. ---
MEL'S BATTERY, INC. ---

Through the recommendation of Purchasing Agent the bid of TAYLOR, BLACKBURN & JOY BATTERY was approved.

Individual purchase orders are to be issued for batteries needed throughout the year.
Sent to Council on March 23, 1982.

14. Received invoice of Weikel Line Company, Inc. in the amount of $16,221.60 approved by the Street Lighting Engineering Department covering work on Street Light Resolution No. 154-81 - EAST RUDISILL BLVD.

Approved and ordered Community Development and Planning.

15. Received four (4) EASEMENTS FOR GAS MAINS - whereby the City of Fort Wayne grants to Northern Indiana Public Service Company easements over property at Baer Field Airport.
(Referred to: West Perimeter Road, Air Wisconsin Hanger, Central Soya Hangar and the hangars just east of the control tower).

(a) Contract #34404
(b) Contract #34405
(c) Contract #34406
(d) Contract #34407

Approved.

A true copy is on file in the Board of Public Works.

16. Request was received from Mark Giaquinta, 4202 S. Wayne, to barricade April 3, 1982 from 7:00 p.m. to 1:00 a.m. for social gathering, 1100 block of W. Rudisill, Request no parking signs for social gatherings.

Approved and permit issued.

17. Monty's Catering Service, 1936, to barricade April 3, 1982 from 1 p.m. to 9 p.m. the alley between Washington and Wayne.
PURPOSE: Park trailer for fish fry.

Approved and permit issued.

18. Request was received from T & F Const. Corp. for permission to barricade on April 7, 1982 to June 30, 1982 around the clock the west parking lane of Webster between Lexington and Cornell.
PURPOSE: Field Office for Harrison Hill project.

Approved and permit issued.

Meeting adjourned at 10:10 a.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, March 17, 1982

Department of Public Works
Office of the Board
Room 910, City-County Buidling
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

OWING TO THE FACT THAT NO QUORUM WAS IN ATTENDANCE NO MEETING WAS HELD.

Meeting delayed until Wednesday, March 24, 1982 at 9 a.m.

1. Received purchase orders from the Auditor of City Utilities.

2. Received payment vouchers from the Auditor of City Utilities.

3. AWARD CONTRACT:

   Sewer Resolution No. 882-80 for Dale Drive. Received tabulation and report from the Water Pollution Control Engineering Department.

4. AWARD CONTRACT:

   Water Resolution No. 1026-81 for the construction of a water main on Southdale Avenue Area.

5. RECEIVE BIDS:

   Street Intersection Resolution No. 5926-82 for the improving of West Jefferson, Main Street and Illinois Road intersection:

   BROOKS CONST.

   DAILEY ASPHALT, INC.

   HIPSKIND ASPHALT CORP.

   MOELLERING CONST. CO.

   RIETH-RILEY CONST. CO.

   SPEARS-DEHNER, INC.

Bids were time stamped as received and are being held till a later date.

Thursday, March 18, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

S.A. BAILEY, R.A.STATEN,B.R. COLLINS
Sandra E. Kennedy, Clerk

1.	Continued from March 4, 1982 HEARING ON CONFIRMATION: Street Lighting Resolution No. 158-82 for the installation of street lights on Home Avenue from Broadway to Thompson Avenue.	CONFIRMED. Advertise Notice to Contractor March 26 and April 2, 1982. Receive bids on Wednesday, April 7, 1982 at 9 a.m. Ordered the Water Engineering Department to prepare bid documents.
2.	A request was received from Allied Industrial Workers of America Local 483 - Huntington, Indiana, for permission to hold a parade on Saturday, March 20, 1982 starting at 1:30 p.m. and ending at 3:00 p.m. PURPOSE: Protest rally at Federal Building at 1300 S. Harrison Street.	Approved and permit issued.
3.	A request was received from Northeastern Coalition of Indiana in Support of People in El Salvador for permission to hold a parade on March 28, 1982 from 3:00 p.m. to 4:00 p.m. Route to be traveled: City-County parking lot - down Calhoun to Douglas to Federal Building on Harrison Street. PURPOSE: National March.	Approved and permit issued.

Meeting adjourned at 3:45 p.m.

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

Wednesday, March 24, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. AWARD CONTRACT:

Sewer Resolution No. 882-80 for Dale Drive Received tabulation and report from the Water Pollution Control Engineering Department.

AWARD contract to Earth Construction and Engineering Co. at and for their bid in the amount of $152,833.00.

Order the Water Pollution Control Engineering Department to prepare contract.

4. AWARD CONTRACT:

Water Resolution No. 1026-81 for the construction of a water main on Southdale Avenue Area.

AWARD contract to Scheidleman Excavating Co. at and for their bid in the amount of $15,640.57.

Ordered the Water Engineering Department to prepare contract.

5. RECEIVE BIDS: (Bids time-stamped 3/17/82)

Street Intersection Resolution No. 5926-82 for the improving of West Jefferson, Main Street and Illinois Road intersection:

BROOKS CONST. CO. ---	$70,237.05
DAILEY ASPHALT, INC. ---	82,314.42
HIPSKIND ASPHALT CORP. ---	77,267.60
MOELLERING CONST. CO. ---	71,766.41
RIETH-RILEY CONST. CO. ---	75,157.94
SPEARS -DEHNER, INC. ---	75,666.20

Referred to the Street Engineering Department for tabulation and report.

Award contract on Wednesday, March 31, 1982 at 9 a.m.

6. RECEIVE BIDS: Water Main 82-XP-2 for Botanical Gardens:

ALL STAR --------------	$38,395.00
BERCOT, INC. ---	$30,254.50
BROOKS CONST. ---	$21,994.50
SCHEIDLEMAN EX. ---	$19,199.35
T & G EXCAV. ---	$36,564.00
LAND EXCAVATING ---	$24,888.50

Referred to the Water Engineering Department for tabulation and report.

Award contract on Wednesday, March 31, 1982 at 9 a.m.

7. Received partial payment estimate #12 of Joe R. Norman in the amount of $1,530.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80, Phase III - ST. JOE STUDY AREA - C-180599-06.

Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.

8. Received partial payment estimate #6 of Winzeler Excavating Co., Inc. in the amount of $29,842.34 approved by the Water Pollution Control Engineering Department for Sewer Res. 341-80 for JUNK DITCH STUDY AREA - C-180599-09.

Approved and ordered City Utilities to pay invoice in the amount of $29,842.34 to Winzeler Excavating, Inc.

Also ordered the amount of $2,114.42 paid to Winzeler Escrow Account at Lincoln National Bank.

Payments are to be made from the Water Pollution Control Utility Fund.

9. In the matter of advertising for bids for Collection, Removal and Disposal of Solid Waste for the City of Fort Wayne, Notice to Bidders was advertised on August 24 and August 31, 1981.

Bids were received September 10, 1981 and contract was awarded to National Serv-All on September 14, 1981.

On September 15, 1981 Board signed contract for National Serv-All and contract sent to Council.

On September 17, 1981 Board withdrew National Serv-All contract and awarded contract to SCA, Inc.

On September 18, 1981 Board signed contract for SCA, Inc.

Sca, Inc. contract was sent to Council on September 22, 1981. Council rejected SCA, Inc. contra ct and ordered Board to send previous contract with National Serv-All to Council on October 22, 1981.

On November 3, 1981 Council requested that Board hold an Emergency Board Meeting to sign a new National Serv-All contract.

Due to this action, SCA, Inc. filed a lawsuit against the City for awarding contract to National Serv-All.

Judge Stump of DeKalb County declared contract with National Serv-All void.

The Board now deems it necessary to readvertise for bids per specs prepared by the Garbage Committee.
(Signed by Board on March 3, 1982)

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Bidders on March 5 and 12, 1982.

Bids to be received on Monday, April 5, 1982 at 10 a.m.

Note: On March 23, 1982 it was postponed and bids are to be received on April 19, 1982 at 10 a.m.

Meeting adjourned at 10:00 a.m.

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

Wednesday, March 31, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten
Sandra E. Kennedy

1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and orded sent to the Department of Finance.
3. Received street cut applications:	Approved and permit issued.

4518 Austin --- C.U.
5323 Bluffton Rd. --- "
California Ave. & State --- "
3114 Central --- "
Chestnut & Roy --- "
2705 Chestnut --- NIPSCO
Fairfax and Harrison --- C.U.
Grove & Clinton --- "
2812 Hoagland --- "
1641 Huffman --- "
2427 S. Lafayette --- "
Madison & Monroe --- "
Oak, E. at Division --- "
St. Joe Rd. and 150' N. of Shoaff Pk. River Drive --- F.W. Water Utility
2526 Sherman --- C.U.
3019 Willow Oaks --- "
822 Wilt --- "
1311 Caroline --- NIPSCO
828 Eliza --- "
4900 Fairfield --- "
1802 Fairfield --- "
642 W. Fourth --- "
712 Greenlawn --- "
3122 S. Harrison --- "
732 Huffman --- "
2420 John --- "
Maiden Lane & Pearl --- "
450 W. Maplegrove --- "
1120 Nuttman --- "
1140 W. Packard --- "
2516 E. Pontiac --- "
2504 St. Marys --- "
126 W. Butler --- "
2720 Holton --- "
2527 Holton --- "
728 Huffman --- "
2515 E. Pontiac --- "
4408 Standish --- "
2632 Sherman --- "
4312 Tacoma --- "
1113 Wabash --- "
2119 Weisser Park --- "
2428 Weisser Park --- "

3711 S. Anthony --- NIPSCO
7306 Autumn View --- "
1110 Barthold --- "
1012 E. Berry --- "
6438 Bennington --- "
1718 E. Berry --- "
121 E. Berry --- "
5612 Bowser --- "
3117 Bowser --- "
2520 Bowser --- "
Brackenridge & Webster --- C.U.
430 E. Brackenridge --- NIPSCO
126 W. Butler --- "
4126 S. Calhoun --- Quick Action Sewer
Capitol / 4510 Atwood --- NIPSCO
Central / 1923 Rudisill --- "
100' S. of Noble on Coldwater --- "
4413 S. Colonial --- "
4521 Covington --- C.U.
1105 Division --- NIPSCO
Douglas and Webster --- C.U.
1404 Dubois --- NIPSCO
3810 Eastway --- "
1920 Emerson --- C.U.
1171 Francis (alley) --- NIPSCO
930 Goshen --- C.U.
Hanna S. of McKinnie --- "
2818 S. Hanna --- "
2727 Holton --- NIPSCO
2500 Independence --- C.U.
2236 John --- NIPSCO
1811 Kentucky --- "
Kinsmoor (6) --- "
924 Liberty --- "
512 E. Masterson --- C.U.
2725 New Haven --- Taylor Trench.
3636 Newport --- NIPSCO
6005 Oakmont --- "
Ohio, Oak, Summit, Lewis, Hugh, Hayden, Division, Chute, Cedar, McCulloch, Lillie and Anthony Blvd. (100 cuts)---NIPSCO
1318 Polk --- NIPSCO
2632 S. Anthony --- "
5715 Riviera --- "
1322 Scott --- "
3710 Smith --- "
335 E. State --- "
500 E. State --- "
4312 Tacoma (alley) --- "
Thompson at Broadway --- C.U.
1108 Wabash --- NIPSCO
728 E. Wayne --- "
4518 Wilmette --- C.U.
1100 Calhoun E. --- I & M
1015 N. Anthony --- NIPSCO
2917 Beaver --- "
3112 Beaver --- "
Capitol - Euclid --- "
1701 Cortland --- "
1125 Division --- "
2722 Fairfield --- "
645 Fourth --- "
216 Fourth --- "
815 Francis --- "
2510 John --- "
1138 Kinnaird --- "
327 K.Mart North --- "
530 E. Leith --- "
1205 Lillie --- "
1119 Nuttman --- "
Prairie Grove & Beaty --- "
2133 Pauline --- "
4312 Pembroke --- "
1814 E. Pontiac --- "
1834 E. Pontiac --- "

2603 St. Mary --- NIPSCO
927 Savilla --- "
1371 W. Sherwood --- "
1710 Sinclair --- "
647 State --- "
1213 Taylor --- "
2801 Taylor --- "
Taylor & McKinley --- "
127 W. Wayne --- "
400 Wells --- "

5924 Abbott --- Lengacher
500 - 600 W. Berry --- City St. Light.
Chinchilla Lane from Anthony --- F.W. Water Utility
E. to its terminus - Chantada --- "
Lane from Anthony to Chinchilla Lane
Clinton & Darrow --- C.U.
1827 Coronet --- NIPSCO
Grove at Westbrook --- "
Harrison from Douglas --- F.W. Water Utility
North to Jefferson
5533 Inland Trail to rear --- F.W. Cablevision
of River Ct.
1414 Inwood --- Lengacher
Jacobs between --- NIPSCO
Cass & Edgehill
4422 Lake --- Lengacher
Ludwig Rd. from Sharon --- F.W. Water Utility
west to Lima Rd.
Southdale from Anthony --- "
westward 1276 ± L.F.
4200 Wells --- Land Excav.
5636 Winchester --- C.U.
2717 Radcliff --- NIPSCO
707 Wagner --- "
2807 Bowser --- "
540 Fairmont --- "
528 Fairmont --- "
1307 Grant --- "
S/W cor. Hendricks & Fredricks --- "
S/E cor. Herman & Fredricks --- "
454 Kinnaird --- "
3514 Logan --- "
3212 McCormick --- "
3201 McCormick --- "
St. Marys So. of Breck --- "
S/E cor. St. Marys & Herman --- "
St. Marys - dead end. --- "
1900 WElls --- "
1302 W. Wildwood --- "

4.	Received invoice of Indiana Department of Natural Resources in the amount of $1900.00 approved by the Director of Water Resources for the cost of operation and maintenance of surface water and ground water programs in the period of October 1 to December 31, 1981.	Approved and ordered City Utilities to pay invoice from Utility Fund.
5.	Received Change Order #5 of Earth Construction and Engineering, Inc. in the amount of $9,492.00 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 313-80 ST. JOE INTERCONNECT INTERCEPTOR C-180599-06.	Approved and ordered sent to Common Council on Tuesday, April 13, 1982 at 8 p.m.
6.	Received Change Order #3 FINAL of Earth Construction & Engineering, Inc. in the decreased amount of $7,501.25 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 318-80 ST. JOE INTERCONNECT INTERCEPTOR - C-180599-06.	Approved and ordered sent to Common Council on Tuesday, April 13, 1982 at 8 p.m

7.	Received invoice from Treasurer of Allen County in the amount of $219.08 (tax bill) covering property that City acquired in conjunction with the Fairfield - Ewing - Wells Street Bridge project.	Approved and ordered paid from LR Account #402-138-338-03-4431.
8.	Received invoice 70-10-210-01-46 in the amount of $3,652.55 of McNamee Porter and Seeley, Consulting Engineers, approved by the Director of Water Resources for engineering services for Resident Engr. for Water Works Improvements in accordance with contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered paid from Water Utility Fund.
9.	Received invoice #22 of Shambaugh & Son, Inc. in the amount of $500.00 approved by McNamee Porter and Seeley, Consulting Engineers, and Director of Water Resources covering contract No. 77-W-3 - WATER WORKS IMPROVEMENTS - St. Joseph Dam and Pump Station.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
10.	Pursuant to report from City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $2,787.90 and SEWER: $1,668.77 (total: $4,456.67).	Approved.
11.	Received FINAL PAYMENT #7 of Earth Construction & Engineering, Inc. in the amount of $242.40 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 318-80 ST. JOE INTERCONNECT INTERCEPTOR C-180599-06.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
12.	Received invoice #34 of Hagerman / Shambaugh, joint bidders, in the amount of $44,836.08 approved by the Director of Water Resources for Water Contract 77-W-2 WATER WORKS IMPROVEMENTS FILTRATION PLANT ADDITIONS.	Approved and ordered paid by City Utilities in the amount of $44,836.08 from Water Utility Fund.
13.	Received Contract for Special Attorney Services between City Utilities, by the Board of Public Works of the City of Fort Wayne, Indiana, and Robert L. Thompson, Jr. as special counsel to represent it before the Public Service Commission of Indiana in Cause No. 36542-S1 in the name of the City of Fort Wayne, Indiana.	Approved. Copy on file in the Board of Public Works. H.I.
14.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Asphalt Paving, Inc. for TRINITY LUTHERAN CHURCH STORM SEWER. Water Pollution Control Engineering Department waives maintenance bond due to sewer being in service since 1976.	Approved. Ordered acceptance letter written.
15.	Received invoice of Butler Fairman and Seufert, Inc. covering work on Reconstruction of St. Joe Road from S.R. 37 to Evard Road. Per Agreement with Allen County the City's share is 59% or $3,894.00 (total invoice is for $6,600.00).	Approved and ordered paid from LRS Account 402-138-338-05-4431.

16. EMERGENCY RESOLUTION No. 71-215-16

WHEREAS, a sewer failure has occurred on an existing 18 inch sanitary sewer in the alley to the rear of 4126 South Calhoun Street, and

WHEREAS, the Water Pollution Control Maintenance Department has determined an emergency exists for an immediate repair of said sewer, and

WHEREAS, the Water Pollution Control Maintenance Department has determined that the required repair cannot be accomplished by force account

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists to repair said sewer and directs the Purchasing Department to issue a confirming purchase order to the contract selected by the Superintendent of Water Pollution Control Maintenance to perform the repair.

Approved and adopted: March 26, 1982.
A true copy is incorporated herein.

17.	Received Street Lighting Resolution No. 159-82, final plans, estimate and specifications prepared by the Street Lighting Engineering Department for the installation of street lighting on Spy Run Extended from North Clinton Street to Parnell Avenue. (City Paid).	Approved and adopted. A true copy is incorporated herein.
18.	Received price list from the Purchasing Agent for the proposed purchase of passenger and truck tires for various departments. McMahon Tire was the overall low bidder. No purchase order number has been assigned to McMahon Tire as individual Purchase Orders will be issued upon request of the department for tires.	Approved and ordered sent to the Common Council on Tuesday, April 13, 1982 at 8:00 p.m.
19.	Received NOTICE OF WATER MAIN EXTENSION (second notice) re: Water Main on the North side of Stellhorn Road from a point 135 ± L.F. East of Oakland Drive eastward to Maplecrest Road. CONTRACT No. 81-01 -B.O. 109-81.	Approved.
20.	Received Estimate No. 1 of T - G Excavating, Inc. in the amount of $9,183.08 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 355-81 - OUTFALL STRUCTURE REPAIR.	Approved and ordered City Utilities to pay invoice from the WPC Utility Fund.

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21.	Received petition for the installation of new curbs on 924 and 926 Pasadena Drive.	Approved. Ordered Street Engineering Department to investigate and report. Board Order 8-82 issued.
22.	Received a request for the installation of new curbing on Lynn Avenue, 1900 block, from Kensington Blvd. to Woodward Avenue. (PETITION).	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 9-82 issued.
23.	Received a petition for the installation of standard street lighting in Avalon Addition.	Approved. Ordered Street Lighting Engineering Department to investigate and report. Board Order 10-82 issued.
24.	Received petition for the improving of Ardmore Avenue by widening and raising the section of Ardmore Avenue between Taylor and Covington Road to about the grade level of the intersection of Taylor and Ardmore.	Approved. Ordered the Street Engineering Department to investigate and report. Board Order 11-82 issued.
25.	Received Warranty Deed whereby City of Fort Wayne, Indiana, conveyed to Lee Britton Lot #39 Charles W. Scherers Addition subject to all taxes, easements, restrictions, conditions and limitations of record as well as all applicable zoning ordinances.	Approved. Copy on file in the Board of Public Works.
26.	Received Warranty Deed whereby the City of Fort Wayne, Indiana, conveyed to Barbara J. Barone Lot West 1/2 of Lot #4 Reidmiller Addition subject to all taxes, easements restrictions, conditions and limitations of record as well as all applicable zoning ordinances.	Approved. Copy on file in the Board of Public Works.
27.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Engineering Department for Water Contract 82-XP-2 Botanical Gardens - Harrison Street (Douglas to Jefferson).	Contract awarded to Scheidleman Excavating, Inc. in the amount of $19,199.35 subject to councilmanic approval. Ordered the Water Engineering Department to prepare contract and necessary documents.
28.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Resolution No. 5926-82 for intersection of W. Jefferson, Main and Illinois Road.	Contract awarded to Brooks Construction Company in the amount of $70,237.05 subject to council manic approval. Ordered the Street Engineering Department to prepare contract and necessary documents.

29. It was recommended by the Water Pollution Control Engineering Depatment that Scheidleman Excavating, Inc.receive the amount of $1,730.70 from Escrow Account at Lincoln National Bank & Trust Company covered by Sewer Resolution No. 320-80 ST. JOE INTERCONNECT INTERCEPTOR

Approved.

Ordered amount paid by Lincoln National Bank & Trust Company from Escrow Account in the amount of $1,730.70.

30. It was recommended by the Water Pollution Control Engineering Department that Scheidleman Excavating, Inc. receive the amount of $15,630.59 from Escrow Account at Lincoln National Bank & Trust Company covered by Sewer Resolution No. 329-80 SPY RUN INTERCONNECT INTERCEPTOR.

Approved.

Ordered amount paid by Lincoln National Bank & Trust Company from Escrow Account to be $15,630.59.

31. Received the following requests for the permission to barricade following:

a. Simerman Construction Company 5720 Huegenard, for permission to barricade 214-218 Main street starting 3-12-82 for one week from 7:30 a.m. to 4:00 p.m.
PURPOSE: Place dumpster for demolition.

b. Street Engr. Dept. to barricade Dwenger Avenue - entire street - around the clock on 3/22/82 for approx. three months. PURPOSE: Repair of street.

c. DVT, Inc. 5425 Industrial Rd., to barricade meter in front of B & B Loan on Calhoun Street March 23 and 24, 1982. PURPOSE: Park truck while working.

d. Quick Action Sewer Service, 2920 Winter, to barricade at all times alley at rear of 4126 S. Calhoun St. on 3/23/82 for one week. PURPOSE: Repair broken sewer line.

e. Tom Kanning - I & M Elec. Co., to barricade Calhoun Street (Jefferson to Washington) on 3/24/82 thru 4/20/82 at all times. PURPSOE: Repair collapsed manholes (2).

f. Water Maintenance & Service to barricade the north side of Thompson from Broadway to Dinnen on 3/9/82 from 8 a.m. to 11:30 a.m. PURPOSE: Repair of valve.

g. Land Excavating, Inc. 3333 Engle Rd., to barricade Wells St. on southbound traffic lane, south from Coliseum to Fernhill on March 31, 1982 from 8 a.m. to 5:00 p.m.
PURPOSE: Construction of Sanitary Sewer.

h. T & F Const. Corp. to barricade Broadway between Jefferson and Washington on March 30, 1982 from 7:00 p.m. to 7:00 a.m. PURPOSE: Install signal equipment.

i. T & F Const. Corp. to barricade Broadway between Washington and Wayne on April 1, 1982 from 7:00 p.m. to 7:00 a.m.. PURPOSE: Install signal equipment.

ALL OF THE ABOVE PERMITS ISSUED.

32. Received AGREEMENT for PROFESSIONAL SERVICES dated March 16, 1982 by and between the Board of Public Works, City of Fort Wayne, Indiana, and Ronald L. Bonar & Associates, Inc. Consulting Engineers, for professional engineering services in connection with the Fort Wayne Flood Disaster of 1982.

Approved.

A true copy is incorporated herein.

Meeting adjourned at 10:30 a.m.

Robert Anderson Platt

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Wednesday, April 7, 1982

Department of Public Works
Office of the Board
Room 910, City County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten, B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

Approved.

2. Received payment vouchers from the Auditor of City Utilities.

Approved and ordered sent to the Department of Finance.

3. RECEIVE BIDS:

Street Lighting Resolution No. 158-82 for relighting Home Avenue from Broadway Boulevard to Thompson Avenue::

			A/A Plan
N. G. GILBERT CORP.	---	$8,808.00	#4 option - 17%
T & F Const. Corp.	---	5,715.00	UNION
Weikel Line Co.	---	8,635.32	#4 Option - 25%

Referred to the Street Lighting Engineering Department for tabulation and report.

AWARD contract on Wednesday, April 14, 1982 at 9 a.m.

4. Received final plans, estimate and specifications prepared by Gibson, Tourney, Kim, Inc., Architects, for the construction of CIVIC CENTER PARKING GARAGE, PHASE II for the City of Fort Wayne, Indiana.

Approved. A true copy is incorporated herein.
Advertise Notice to Contractors April 12 and 19, 1982.

Receive bids on Wednesday, May 12, 1982 at 9 a.m.

Gibson, Tourney, Kim, Inc. are to prepare bid documents which can be purchased at 519 Tennessee Avenue, Fort Wayne, Indiana.

5.	Received Grant of Easement and Acceptance of Water Main Agreement between STANDARD PARK PLACE ASSOCIATES who grant and convey to the City of Fort Wayne (but without warranty) right-of-way and easement to construct, maintain and operate a line of pipe 6 inches in diameter, with all necessary appurtenances for the transportation and carrying of water, under, in, and along said easement which is described as follows: Part of DeRome's Reserve in Section 17, Township 31 North, Range 13 East, Allen County, Indiana. Re: APPLETREE APARTMENTS - St. Joe Rd. - Evard Road.	Approved. A copy is filed in the Board of Public Works.
6.	Received petition for the installation of ornamental street lighting on Kinsmoor Avenue, Packard Avenue and Hoagland Avenue areas.	Approved and ordered Street Lighting Engineering Department to investigate and report. Board Order 13-82.
7.	Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $7,272 51 approved by the Director of Transportation for construction engineering services from February 1, 1982 through February 27, 1982.	Approved and ordered paid from LRS Account 402-138-338-11-4431.
8.	Authorization of payment to HAGERMAN-Shambaugh, joint bidders, by Lincoln National Bank (Escrow Agent) to advance to the contractor 75% of current balance in account pursuant to Section 6 of the Escrow Agreement dated March 14, 1975 by and between the aforementioned parties, including accrued income, less the escrow fee. Re: DIVISION I Water Pollution Control Plant Addition Grant No. C-180538-01).	Approved. Ordered Escrow Release of $265,632.98 by Lincoln National Bank to Hagerman - Shambaugh, joint bidders.
9.	Received invoice of Bonar & Associates, Inc. in the amount of $26,067.13 approved by the Director of Transportation for work performed on Project MF-568 (2) - State Blvd. (Reed Road to Lahmeyer Road).	Approved and ordered paid by LRS Account #402-138-338-21-4431.
10.	Request for permission to use the following property was given to Howard C. Leclaire and Ileane Leclaire, 1015 North Anthony: City Street property immediately west of Lot #31, Anthony Blvd. Place Addition, 1000 block Garfield Street.	Approved and permit issued.

11. RESOLUTION NO. 71-219-11

BE IT RESOLVED, by the Board of Public Works of the CITY OF FORT WAYNE, INDIANA, that Stephen A. Bailey, Chairman of the Board of Public Works, is hereby designated to be authorized signatory in behalf of the CITY OF FORT WAYNE on any instruments or documents pertaining to USEPA GRANTS.

The aforesaid signatory is further authorized to execute any subsequent documents pertaining to said USEPA Grants for the CITY OF FORT WAYNE.

Approved this 7th day of April, 1982.
A true copy is incorporated herein.

11.	Received Special Sewer Permit for Fox Contractors Corp. prepared and approved by the Water Pollution Control Engineering Department and Performance Bond of Fox Contractors Corp. to construct Sanitary Sewer Relocation at Broadway and Lavina for Phillips Church Supply.	Approved and Special Sewer Permit issued. Board Order 121-1981.
12.	Received Change Order #3 of Rieth-Riley Construction Company, Inc. in the amount of $3,460.64 prepared by the Street Engineering Department for Resolution No. 5902-1981 for NEBRASKA NEIGHBORHOOD, PHASE IV.	Approved and ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.
13.	Regarding Wastewater Treatment Plant Improvements -ADVANCED WASTEWATER TREATMENT - Phases A, B & C-180774-03 Memo was written to Howard Needles Tammen & Bergendoff (Mr. Ray H. Kocher, P.E.) as follows: "The decision of the Board of Works is that we will continue with our initial program of paying for work completed and inspected. Therefore, the issue of partial payments of work in-process for the Roots-Dresser Blower System has been denied."	Approved. A true copy is incorporated herein.
14.	Received invoice of Lengacher Construction Company in the amount of $13,738.50 approved by the Water Engineering Department for Water Contract 81-XP-3 Washington Center Road Water Line.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
15.	Received a request from Norfolk and Western R.R. to barricade on April 13, 1982 from 9:30 a.m. to 9:45 a.m. on Ardmore Avenue. PURPOSE: Set railroad cantilever.	Approved and permit issued.
16.	Received a request from St. Francis Mission Club 2701 Spring Street, for permission to hold a parade on Saturday, April 17, 1982 from 9:00 a.m. to 2:00 p.m. Route to be traveled: College and Leesburg Road to Main, Runnion, Spring Jessie to State, Leesburg, Flaugh, Bass Rd. to 600 Rd., then 400 Rd. to County Line, Yellow River Road to Spring and to St. Francis College. PURPOSE: Bike-a-thon Fund Raiser.	Approved and permit issued.

Meeting adjourned at 10:30 a.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Wednesday, April 14, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

	S.A. BAILEY, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, R.A. Staten Sandra E. Kennedy
1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Lighting Engineering Department for Street Light Improvement Resolution No. 158-82 to relight Home Avenue from Broadway Boulevard to Thompson Avenue. (Ornamental Lighting).	AWARD contract to T & F Construction Corp. at and for their bid in the amount of $5,715.00 subject to councilmanic approval. Ordered the Street Lighting Engineering Department to prepare contract and necessary documents.
4.	Received request from Allen County Election Board, Room 200A- Courthouse, for permission to barricade on Monday evening and Tuesday - May 3 and 4, 1982 after library closes the Public Library Entrance from west end of building on south side of Wayne between Webster and Ewing Streets (HOOD METERS so voters can park from 5 a.m. to 10 p.m. on May 4th).	Approved and permit issued.
5.	Received request from Allen County Election Board, Room 200A- Courthouse, for permission to hood four meters from April 19 thru April 23, 1982 - an ADDITIONAL 10 for a total of 14 spaces starting April 26 and continuing thru May 7, 1982 at all times - FREIMANN PARKING LOT - PURPOSE: Hood meters for use of the people who go out to vote the confined and after the election for the Canvas Board Assistants.	Approved and permit issued.
6.	Received request from Allen County Election Board, Room 200A- Courthouse, to barricade Court Street after 6:00 p.m. PURPOSE: Issue supplies to inspectors for May 4th election on May 1, 1982. Will require four sets of barricades and NO PARKING signs delivered to Court Street door of courthouse on Friday afternoon - 4/30/82.	Approved and permit issued.
7.	Received request from Allen County Election Board, Room 200A - Courthouse, for permission to barricade Court Street on May 4, 1982 from 7:00 a.m. to Midnight.. PURPOSE: Parking for employees, mechanics, etc. and inspectors working on election day.	Approved and pemit issued.

8. Received Contract, Guaranty and Liability Bonds of Earth Construction & Engineering, Inc. in the amount of $18,491.00 prepared by the Water Engineering Department signed by American States Insurance Company for Water Contract No. 82-XP-1 for the construction of a water main across the St. Marys River from the west end of Wildwood Avenue westward 380 ± L.F. to Gruber Avenue.	Approved. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.
9. Received Contract, Guaranty and Liability Bonds of Scheidleman Excavating, Inc. in the amount of $19,199.35 prepared by the Water Engineering Department signed by Guard Casualty & Surety Insurance Company for Water Contract 82-XP-2 for the construction of a water main on the east side of Harrison Street from Douglas Avenue northward to Jefferson Boulevard.	Approved. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.
10. Received Contract, Guaranty and Liability Bonds of Earth Construction and Engineering, Inc. in the amount of $152,833.00 prepared by the Water Pollution Control Engineering Department singed by American States Insurance Company for the installation of a storm sewer - Resolution No. 882-80 - DALE DRIVE STORM SEWER.	Approved. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.
11. Received Contract, Guaranty and Liability Bonds of Scheidleman Excavating, Inc. in the amount of $15,640.57 prepared by the Water Engineering Department signed by The American Druggists' Insurance Company for the installation of a water main on the north side of Southdale Avenue from South Anthony Boulevard to Holton Avenue. CONTRACT 1026-81.	Approved. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.
12. Received Contract, Guaranty and Liability Bonds of Scheidleman Excavating, Inc. in the amount of $19,399.30 prepared by the Water Pollution Control Engineering Department signed by Guard Casualty & Surety Insurance Company for SEWER REPAIR PROJECT RESOLUTION NO. 356-81 - Baxter Street - Richardsville Avenue Combination Sewer Repair.	Approved. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.
13. Received invoice of E. Crone Knoy, Tank Industry Consultants, in the amount of $2,700 for professional services - inspection and report on elevated Water Tanks located at Maplecrest Rd., Redwood and Chestnut Streets and Brooklyn and Kinsmoor Streets. Invoice approved by the Water Engineering Department.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
14. Received invoice 70-10-210-01-47 in the amount of $4,266.19 approved by the Department of Water Resources for McNamee Porter and Seeley, Consulting Engineers, for engineering services for Resident Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.

15. Received invoice 70-10-210-01-48 in the amount of $790.29 approved by the Department of Water Resources for engineering services for General Engineering for Water Works Improvements in accordance with Contract between the City and the Engineers dated December 7, 1970 and Amendment No. 1 dated March 30, 1977.	Approved and ordered City Utilities to pay invoice from the Water Utility Fund.
16. Received quotations from the Purchasing Agent for the proposed lease of propane storange and pumping equipment for the Emergency Medical Services Department	Through the recommendation of the Purchasing Agent the bid of Petrolane Gas Service was accepted under Purchase Order A-16572. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8:00 p.m.
17. Received quotations from the Purchasing Agent for the proposed lease of one four-door sedan for three years (Purchase price at end of lease to be $4,000) for the Fort Wayne Redevelopment Commission.	Through the recommendation of the Purchasing Agent the bid of Davis Auto Company, Inc. was accepted under Purchase Order No. A-16586. Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8:00 p.m.
18. Received invoice of Reid, Quebe, Allison, Wilcox and Associates, Inc. in the amount of $19,653.25 approved by the Water Pollution Control Engineering Department covering Engineering Services for the Combined Sewer Overflow Study.	Approved and ordered paid from the Water Pollution Control Utility Fund by City Utilities. Escrow in the amount of $3,468.22 is to be paid to Lincoln National Bank & Trust Co.
19. Pursuant to report from City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $1,363.50 and SEWER: $897.00 (total: $2,260.50)	Approved.
20. Received real estate lease between the Board of Public Works for the FORT WAYNE WATER UTILITY and JAMES L. ROTH for lease of 20 acres in HURSHTOWN AREA for two years starting June 1, 1982 and ending on May 31, 1984.	Approved. A true copy is on in the Board of Public Works
21. Permission was given to Walter and Helen B. Foster, 1011 N. Anthony, to use the following property for gardening purposes ONLY: City Street property West of Lot 34, Anthony Blvd. Place Add. and Extending within 8' of the dike. Permit is for the period beginning on the 8th day of April, 1982 and ending on the 31st day of October, 1982.	Approved and permit issued.
22. Received Contract, Guaranty and Liability Bonds of Brooks Construction Company in the amount of $70,237.05 prepared by the Street Engineering Department signed by American States Insurance Company for Resolution No. 5926-82 - WEST JEFFERSON, MAIN STREET AND ILLINOIS ROAD INTERSECTION. Contract dated 4/15/82.	Approved and ordered sent to the Common Council on Tuesday April 27, 1982 at 8 p.m.

23. EMERGENCY SEWER RESOLUTION NO. 71-224-23

WHEREAS, the City of Fort Wayne recently experienced a flood which caused the collapse of a number of sewers throughout the system; and

WHEREAS, a 12 inch sewer has collapsed in the alley east of 1522 St. Joe Boulevard; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said sewer is necessary to protect the safety and welfare of the community; and

WHEREAS, the Water Pollution Control Maintenance Department cannot accomplish the necessary repairs to said sewer by Force Account;

NOW, THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair and investigate the condition of said and directs the following actions to be taken with funds to be provided for by the Utility and/or Federal Emergency Disaster Assistance:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the condition of said sewer.

2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

APPROVED THIS 14th day of April, 1982.
A true copy is incorporated herein.

24. EMERGENCY SEWER RESOLUTION NO. 71-224-24

WHEREAS, The City of Fort Wayne recently experienced a flood which caused the collapse of a number of sewers throughout the system; and

WHEREAS, hydrostatic forces loosened bricks, thereby damaging four catch basisn on Parnell and State and undermining adjacent area, and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate removal and replacement of four said catch basins; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said catch basins is necessary to protect the safety and welfare of the community; and

WHEREAS, the Water Pollution Control Maintenance Department cannot accomplish the necessary repairs to said catch basins by Force Account;

NOW THEREFORE, the Board of Public Works hereby declares that an immediate emergency does exist to repair and investigate the condition of said catch basins and directs the following actions to be taken with funds to be provided for the Utility and/or Federal Em gency Disaster Assistance:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the condition of said catch basins.

2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

APPROVED THIS 14th Day of April, 1982.
A true copy is incorporated herein.

25. EMERGENCY SEWER RESOLUTION NO. 71-225-26

WHEREAS, the City of Fort Wayne recently experienced a flood which caused the collapse of a number of sewers throughout the system; and

WHEREAS, a 60 inch sewer has collapsed in the area of Dwenger Avenue east of Glasgow Avenue; and

WHEREAS, the Water Pollution Control Engineering Department has determined an immediate repair of said sewer is necessary to protect the safety and welfare of the community; and

WHEREAS, the Water Pollution Control Maintenance Department cannot accomplish the necessary repairs to said sewer by Force Account;

NOW, THEREFORE, the Board of Public Works hereby declares that an immediate emmergency does ex ist to repair and investigate the condition of said sewer and directs the following actions to be taken with funds to be provided for by the Utility and/or Federal Emergency Diaster Assistance:

1. The Chief Water Pollution Control Engineer obtain firm quotations to repair and investigate the condition of said sewer.
2. The Purchasing Department issue a confirming Purchase Order to the contractor selected by the Board.

Approved this 14th day of April, 1982.

A true copy is incorporated herein.

26. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Aldrich Plumbing and Heating for Special Sanitary Sewer for CARBON DIOXIDE SALE. Required Maintenance Bond is waived.

Approved.

Ordered acceptance letter written.

27. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Bercot-Gibson Construction Co., Inc. with Guaranty Bond in the amount of $3000 signed by Western Casualty and Surety Company for Ideal Avenue Sanitary Sewer Extension.

Approved.

Ordered acceptance letter written.

28. Received street cut applications:

Approved and permits issued.

5924 Abbott --- C.U.
2720 Allegany --- "
2921 S. Anthony --- NIPSCO
1701 Beach --- "
Calhoun & Lewis --- Tim Evans Backhoe
1717 S. Calhoun --- NIPSCO
4126 S. Calhoun --- "
Calhoun at alley s/o Jefferson
and at alley n/o Jefferson---I & M Elec.
7217 Elzey --- C.U.
Farnsworth & Dover--- "
611 W. Fourth --- NIPSCO
2607 Holton --- "
1414 Inwood --- "

4410 Lake --- NIPSCO
2130 Lakeview --- "
1120 E. Lewis --- "
704 L. Hntgn. Rd. --- C.U.
3518 McCormick --- NIPSCO
2820 Martin Luther --- C.U.
No. end of Neighbor Dr. --- "
2717 Radcliff --- NIPSCO
3206 Robinwood --- "
1922 Roy --- "
St. Mary's & Irene --- "
801 Tillman Rd. --- LC & Sons Excav.
707 Wagner --- NIPSCO
Harrison & Butler (2) --- "
Harrison & Dewald --- "
2921 Hoagland --- "
Lenox & Fairfield 4900 block --- "
456 Lenox --- "
1121 Oak --- "
2504 St. Marys --- "
3000 So. Wayne --- "
1329 Sunshine (2) --- "
2029 Thompson --- "

29. Received the following requests for permission to barricade the following:

1. Winzeler Excavating, Co. to barricade on April 22, 1982 from 9 a.m. to 3 p.m. the railroad crossing on Washington Blvd. at U.S 24 West.
PURPOSE: Core pavement for sewer project #341-80.

2. Irmscher & Sons to barricade on April 26 thru June 25 for around the clock to clean the Old Journal Gazette Building at Main and Clinton Streets.
PURPOSE: Clean outside of building and repair.

3. Winzeler Excavating, Inc. to barricade Jefferson at Swinney Park - railroad crossing to 500' West on Thursday, April 29, 1982 from 9 a.m. to 3 p.m. (West lane)
PURPOSE: Installation of dwatering well for sewer installation.

4. Winzeler Excavating, Inc. to barricade on April 29, 1982 thru May 14, 1982 around the clock to close southern east bound lane of Jefferson Blvd. at Swinney Park Railroad Crossing to 500' West.
PURPOSE: Dewatering well for sewer installation.

5. John Dehner, 1206 Clark, to barricade April 29 and 30, 1982 from 8 a.m. to 5 p.m. the "T" intersection of McMillan Drive and Schaper Drive.
PURPOSE: Install manhole for Federal Sewer Project.

Meeting adjourned at 10:00 a.m.

Robert Anderson
Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Monday, April 19, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 10:00 a.m.

S.A. BAILEY, R. A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. RECEIVE BIDS:

For the Collection, Removal and Disposal of solid waste including garbage, rubbish and household rubbish from each residence, mobile home court and City Facilities as specified within contract:

Bids will be tabulated by the Board of Public Works and the Garbage Committee.

Award will be made on Monday, April 26, 1982 at 10:00 a.m.

PROPOSITION NO. 1

ZONE #1

	INDIANA WASTE MANAGEMENT	NATIONAL SERV-ALL	SCA SERVICES
1.	$2,383,510.00	$1,548,807.00	$1,684,372.00
2.	2,263,414.00	1,564,310.00	1,672,716.00
3.	2,258,427.00	1,479,104.00	1,678,544.00
4.	2,125,544.00	1,559,181.00	1,684,372.00

ZONE #2

1.	$ 794,503.00	563,766.00	566,249.00
2.	754,471.33	571,311.00	568,236.00
3.	752,809.00	539,851.00	570,223.00
4.	708,514.67	569,789.00	570,223.00

ZONE #3

1.	$ 794,503.33	449,707.00	594,241.00
2.	754,471.33	455,011.00	595,241.00
3.	752,809.00	430,119.00	598,870.00
4.	708,514.67	453,583.00	598,870.00

ZONE #4

1.	$ 794,503.33	568,412.00	490,456.00
2.	754,471.33	574,322.00	488,429.00
3.	752,809.00	543,271.00	492,482.00
4.	708,514.67	572,038.00	494,509.00

PROPOSITION NO. 2

	INDIANA WASTE MANAGEMENT	NATIONAL SERV-ALL	SCA, SERVICES
	ZONE #1		
1.	2.92	2.56	2.65
2.	2.75	2.59	2.63
3.	2.75	2.45	2.64
4	2.67	2.58	2.65
	ZONE #2		
1.	2.97	2.69	2.76
2.	2.80	2.72	2.74
3.	2.80	2.57	2.75
4.	2.72	2.71	2.76
	ZONE #3		
1.	2.97	2.38	2.60
2	2.80	2.41	2.58
3.	2.80	2.28	2.59
4.	2.72	2.40	2.60
	ZONE #4		
1.	2.97	2.76	2.44
2.	2.80	2.80	2.42
3.	2.80	2.65	2.43
4.	2.72	2.79	2.44

PROPOSITION NO. 3

	ZONE #1		
1.	3.98	2.82	2.89
2.	3.75	2.86	2.88
3.	3.75	2.70	2.87
4.	3.64	2.86	2.89
	ZONE #2		
1.	3.98	2.96	2.00
2.	3.75	3.00	1.98
3.	3.75	2.84	2.04
4.	3.64	3.00	2.00
	ZONE #3		
1.	3.98	2.62	2.10
2.	3.75	2.66	2.08
3.	3.75	2.51	2.09
4.	3 64	2.66	2.10
	ZONE #4		
1.	3.98	3.05	2.83
2.	3.75	3.06	2.81
3.	3.75	2.92	2.85
4.	3.64	3.06	2.81

2. Received quotations from the Purchasing Agent for the proposed purchase of one complete low pressure air testing trailor for the Water Pollution Control Engineering Department. One bid was received from Municipal & Contractor Supply, Inc. in the amount of $13,396.00.

Through the recommendation of the Purchasing Agent the bid of Municipal & Contractor Supply, Inc. was accepted under Purchase Order No. A-011350.

Ordered sent to the Common Council on Tuesday, April 27, 1982 at 8 p.m.

3. Received Special Sewer Permit for ARCHONICS prepared and approved by the Water Pollution Control Engineering Department and Performance Bond in the amount of $8,000 (DVT, Inc.) to construct a storm water sewer known as PLANT CONSERVATORY STORM SEWER EXTENSION - Calhoun and Lewis.

Approved and Special Sewer Permit issued.

Board Order 19-82.

4. Received invoice of Clyde E. Williams & Associates, Inc. in the amount of $6,689.22 approved by the Traffic Engineering Department for professional services per Engineering Agreement dated April 8, 1981 and letter of authorization dated April 27, 1981. Invoice is for services from 3-1-82 thru 3-27-82. COLISEUM BLVD. SIGNAL INTERCONNECT.

Approved and ordered paid from LRS Account 402-138-338-11-4431.

5. Received the following partial payments approved by the Water Polluton Control Engineering Department for ST. JOE STUDY AREA C-180599-06 Sewer Projects:

	PAYMENT:	ESCROW:	BANK:
(a) EARTH CONSTRUCTION & ENGR., INC. Estimate #13 for Sewer Resolution No. 313-80 ----------------------------------	460.75	000	
(b) EARTH CONST. & ENGINEERING, INC. Estimate #12 for Sewer Res. No. 315-80 --	436.50	000	
(c) EARTH CONSTRUCTION & ENGR., INC. Estimate No. 3 for Sewer Res. No. 319-80 --	51,794.10	5,754.90	Lincoln Nat'l.

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

6. Received partial payment estimate #3 of Bercot, Inc. in the amount of $8,141.72 approved by the Water Pollution Control Engineering Department covering Sewer Resolution No. 340-80 NORTH MAUMEE STUDY AREA No. C-180599-08.

Approved and ordered City Utilities to pay invoice of Bercot, Inc. in the amount of $8,141.72.

Also $904.62 is to be deposited in Bercot Escrow Account at Indiana Bank & Trust Company.

7. Received the following partial payments approved by the Water Pollution Control Engineering Department for JUNK DITCH STUDY AREA C-180599-09:

	Payment:	ESCROW:	BANK:
(a) WINZELER EXCAVATING CO., INC. Estimate #7 for Sewer Resolution No. 341-80	$31,468.59	000	
(b) WINZELER EXCAVATING CO., INC. for Estimate #8 for Sewer Resolution No. 342-80	13,540.99	000	
(c) BERCOT, INC. for Estimate #3 for Sewer Resolution No. 352-80	2,215.27	246.14	Indiana Bank

Approved and ordered City Utilities to pay invoices from the Water Pollution Control Utility Fund.

8. Received Special Sewer Permit for Martin Rodenbeck prepared and approved by the Water Pollution Control Entineering Department for RODENBECK SANITARY SEWER (Washington Center Road). The construction work is to be performed by Ground Services, Inc. 25% Maintenance Bond is to be furnished at the time Completion Affidavit is filed.

Approved and permit issued.

Board Order 20-82 issued.

9. Received plat of Highland Grove Addition, Block A, prepared and approved by the City Plan Commission.

Approved.

10. Received the following requests for the barricading of the following:

Approved and permit issued.

1. NIPSCO, 1501 Hale, to barricade on April 14, 1982 from 1:30 p.m. to 4:30 p.m. the alley behind 1717 S. Calhoun PURPOSE: Retire a service at the main.
2. NIPSCO, 1501 Hale, to hood meters on 4-14-82 thru 4-21-82 around the clock in the 2400 block of Calhoun Streets. PURPOSE: Digging holes and open holes.
3. T & F Const. Co., Hagerstown, In., to barricade 4-14-82 thru 4-30-82 from 8 a.m. to 3:30 p.m. All four corners at Jefferson and Broadway and Washington and Broadway. PURPOSE: Foundations for new signal bases.
4. NIPSCO, 1501 Hale, to barricade on 4-15-82 thru 4-22-82 around the clock to close alley between Washington and Jefferson and east and west and Webster and Harrison north and south streets. PURPOSE: Installing gas main.
5. T & G Excavating Co., 5544 Huguenard, to barricade 4-19-82 thru 4-30-82 around the clock Spring and Leesburg Rd. and Leesburg Rd. and Main St. PURPOSE: Install sewer.
6. Quick Action Sewer Service, 2920 Winter, to barricade on 4-15-82 thru 4-21-82 around the clock, in alley behind 404 Lennox at entrance to alley off Hoagland with access to alley off Pettit. PURPOSE: Sewer Repair.

11.	Received a request from Shambaugh & Son, Inc. 137 Chambeau Dr., for permission to barricade around the clock from 4-13-82 thru 4-21-82 the intersection of Superior and Harrison. PURPOSE: Street repair, sewer tap.	Approved and permit issued.
12	Received a request from Ft. Wayne Window Cleaning and Building Maintenance, 205 W. Wallace for permission to barricade on April 16, 1982 from 8:30 a.m. to 3:00 p.m. the 100 block on Washington Blvd. east. PURPOSE: Cleaning windows over walk-over bridge to Summit Square Building.	Approved and permit issued.
13.	Received a request from Jack and Johnies Tavern, 1137 Wells St., to barricade around the clock the sidewalk in front of 1135 and 1137 Wells St. PURPOSE: Place sanitainer for clean up from flood from the two listed building.	Approved and permit issued.
14.	Received Agreement to Purchase Real Estate from the Board of Public Works, City of Fort Wayne, Indiana, to Thomas H. and Bonnie L Hilt - space of 50' x 150' North and adjacent to Lot #39, Brookview Addition, Fort Wayne, Allen County, Indiana (within 2500 block of North Clinton Street).	Approved. Ordered sent to the Common Council on Tuesday, April 27, 1982.

Meeting adjourned at 10;15 a.m.

Robert Anderson

Betty R. Collins

BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy

Clerk

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Wednesday, April 28, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 10:00 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten,
B. R. Collins
Anne J. Fox, Clerk Protem

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications: — Approved and permits issued.

211 E. Berry -----------------Harold McComb
2336 Chestnut ----------------Troy Wilson
2221 Eby ---------------------Tomei
2229 Eby ---------------------Tomei
1900 blk. Taylor --------------Bradbury Enterprises

4. Received driveway applications: — Approved and permits issued.

3508 Regis ------------------ Shroyer Const.
1316 Broadway (2) -------------Fox Contractors
1900 Carew (Parkview Hosp.)----Land Excavating
1910 Cody ---------------------R & R Const.
2436 Lake ---------------------Rieth-Riley Const.
714 Rockhill ------------------Robert Mosser
310 Washington Center Rd. -----Graber & Graber (Chi-Chi)

5. Received Parking Area Permit for : — Approved and permit issued.

2436 Lake Ave. -------------- Rieth-Riley

6. Received street cut applications: — Approved and permit issued.

Abbott /2212 Eckart --- NIPSCO
3026 Abbott --- "
4424 S. Anthony --- C.U.
4416 Avondale --- "
2716 Bowser --- "
2901 Bowser --- "
2712 Bowser --- NIPSCO
2400 Broadway (alley) --- Ground Services
803 S. Calhoun --- NIPSCO
6211 Chatham --- C.U.
3326 Chestnut (alley) --- Golden Rule Sewer
1929 Clarmarnic --- C.U.
1025 E. Creighton --- NIPSCO
3003 Crescent --- C.U.
3318 Eastway --- NIPSCO
1511 Gardendale --- C.U.
2710 Glencairn --- NIPSCO
1518 Grant --- "
1502 W. Wayne --- "

1800 blk. Hobson Rd. --- C.U.
213 E. Leith (alley) --- NIPSCO
404 Lenox (alley) --- Quick Action Sewer
1315 Maumee --- C.U.
6310 Maywood Circle --- "
6407 Monarch --- NIPSCO
1121 Oak (alley) --- "
926 Rivermet (alley) -- "
805 E. Rudisill (alley) --- "
447 Ruth (alley) --- "
2605 St. Marys --- "
2238 Smith --- "
4622 South Park --- "
1231 E. Washington --- "
1615 E. Wayne ---NIPSCO
Withcwood W. of Beaty ---C.U.
602 W. Creighton ---R & A Plumb.
816 W. Berry ---NIPSCO
2308 Birchwood --- "
452 W. Butler --- "
2010 Catalpa --- "
236 W. Creighton --- "
High at St Marys --- "
3415 Webster --- "

7. AWARD CONTRACT

For the Collection, Removal and Disposal of Solid Waste including garbage, rubbish and household rubbish from each residence, mobile home court and City facilities as specified within the contract.

The Board of Public Works of the City of Fort Wayne, Indiana, has advertised for bids with respect to the collection of garbage and refuse for the City of Fort Wayne, Indiana, and service to the citizens of the City of Fort Wayne, Indiana, a zone approach to specifications has been taken.

Bids have been received by three companies, and these bids heve been reviewed by the Board of Public Works of the City of Fort Wayne, Indiana.

I move that from the determination of the Board of Public Works of the City of Fort Wayne, Indiana, it is in the best interest of the City of Fort Wayne, Indiana, that the zones be divided among two contractors. By awarding the contract to two companies, the lowest possible price will be achieved.

Therefore, the garbage and refuse contract for zones two and three be awarded to National-Serv-All. Lowest and best bidder.

The lowest and best bidder for Zone four is SCA Services of Indiana, Inc.

The awards made by the Board of Public Works of the City of Fort Wayne, Indiana, are conditioned upon the execution of the required Performance Bond, approved as to form and substance by the Board of Public Works of the City of Fort Wayne, Indiana.

Ordered the City Attorney to prepare ordinance for submission to Council

A true copy is incorporated herein.

8.	Received partial payment estimate #3 of Hagerman-Shambaugh, joint bidders, in the amount of $164,695.50 approved by the Director of Water Resources and Howard Needles Tammen and Bergendoff for Water Pollution Control Plant Additions - AWT - Phases A, B & C C-180774-03.	Approved. Ordered the amount of $164,695.50 paid to Hagerman-Shambaugh, Joint Bidders, by City Utilities. Also ordered the amount of $18,299.50 paid to Escrow Account of Hagerman - Shambaugh at Lincoln National Bank. Payments are to be made from the Water Utility Fund.
9.	Received partial payment estimate #4 of Hagerman-Shambaugh, joint bidders, in the amount of $72,594.90 approved by the Director of Water Resources and Howard Needles Tammen and Bergendoff for Water Pollution Control Plant Additions- AWT - Phases A, B & C C-180774-03.	Approved and ordered City Utilities to pay the amount of $72,594.90 to Hagerman-Shambaugh, Joint Bidders. Also ordered the amount of $8,066.10 paid to Escrow Account of Hagerman-Shambaugh at Lincoln National Bank. Payments are to be made from the Water Utility Fund.
10.	Received Partial Pay Estimate #56A of Hagerman-Shambaugh, joint bidders, approved by the Director of Water Resources, which is issued to clear up the retainage (escrow) for this project in accordance with an agreement executed between the City, Howard Needles Tammen & Bergendoff and Hagerman-Shambaugh. No. C-180538. Water Pollution Control Plant Expansion.	Approved. Copies sent to the City Utilities. (See 71-219-8 - Escrow Release made in the amount of $265,632.98).
11.	Received Partial Pay Estimate #57 of Hagerman-Shambaugh, joint bidders, approved by the Director of Water Resources and Henry B. Steeg & Associates, Engineers - A Division of Howard Needles Tammen & Bergendoff for Water Pollution Control Plant Expansion - No. C-180538.	Approved and ordered City Utilities to pay the amount of $149,217.45 to Hagerman-Shambaugh. Also ordered the amount of $7,853.55 paid to the Hagerman-Shambaugh Escrow Account at Lincoln National Bank. Payments are to be made from the Water Pollution Control Utility Fund.
12.	Received MEMORANDUM OF AGREEMENT for Professional and Technical Service between Department of Community Development and Planning and the CITY OF FORT WAYNE, INDIANA, through the Board of Public Works.	Approved. Copy is on file in the Board of Works.
13.	Received request from East Wayne Headstart, 6331 Chatham Drive, for permission to barricade May 1, 1982 from 11:00 a.m. to 5:00 p.m. Frances Street between Wayne and Berry. PURPOSE: Fund raising block party for Headstart school.	Approved and permit issued.

14. Received REVISED parade permit for Friends of the Third World for May 1, 1982 from 8 a.m. to 8 p.m. per attached list - Marchers must stay on sidewalk when possible. Will start and terminate at Franke Park.
PURPOSE: Hunger walk.

Approved and permit issued.

15. Received the following requests for barricades:

Approved and permits issued.

1. Lengacher Construction Co., 1414 Inwood Drive, to barricade on May 3, 1982 from 9 a.m. to 3 p.m. Inwood between Lake and Columbia.
PURPOSE: Installation of Sewer line.

2. Interstate Glass Co., 5121 Executive Blvd. to barricade 100 E. Washington by One Summit Square one lane at a time from 9 a.m. to 3 p.m.
PURPOSE: Reglaze bridge between One Summit Square and Parking Garage.

3. Southside High School, 3601 S. Calhoun, to barricade Calhoun Street from Darrow to Oakdale and Oakdale from Calhoun to Clinton on Friday, May 21, 1982 from 8:15 a.m. for approximately 30 minutes.
PURPOSE: Annual Ivy Day Ceremony for Senior Class.

16. Received requests for permission to hold parades:

1. Solidarity Day Committee ---United Auto Workers CAP Council, 3915 E. Pontiac, on May 1, 1982 - 11 a.m. to 12 Noon, starting at Johnny Appleseed Park and terminating at Freimann Square - Participants approximately 2,500 and 10 vehicles.
PURPOSE: Jobs and Justice.

2. Beverly J. Renbarger - Three Rivers Stroller Volks March Club, 817 Applewood, on May 8, 1982 from 12:30 p.m. to 3:30 p.m. Start at City Utilities Park and terminate at Johnny Appleseed Park. Approx. number of persons - 50 to 100.
PURPOSE: President's Physical Fitness Program.

3. Ft. Wayne Christian School, 1800 Laverne Ave., May 8, 1982 from 8 a.m. to 5 p.m. Starting at School and terminating at School - travel around area of School.
PURPOSE: Walk-a-thon to raise funds.

4. Northcrest Little League, 8109 Chacapeta, on May 8, 1982 from 9 a.m. to 9:45 a.m. Start at Wakefield and Riviera and terminate at Stoney Run and Camden per attached route.
PURPOSE: Opening Day of Little League.

5. VFW of Waynedale Post 1421, 7712 Bluffton Rd., on May 8, 1982 from 1 p.m. to 2:30 p.m. Starting at Ziebrick Parking lot on Mac Arthur Drive and terminating at St. Louis Avenue. Approx. 250 people and 65 cars, PURPOSE: Loyalty parade.

6. Indiana Jaycees - Jim Tatum, 6427 Landmark, on Saturday, May 15, 1982 from 9:30 a.m. to 10:30 a.m. for 200 persons and 15 vehicles. Starting at Concordia High School and terminating at Coliseum Lot. PURPOSE: State Convention.

7. MIZPAH SHRINE TEMPLE, 407 W. Berry, on May 15 1982 from 1:30 p.m. to 2:10 p.m. Route to be traveled: Assemble at Ewing at Wayne, back to Main also down Berry to Fairfield, start at Ewing at Wayne, down Wayne to Calhoun, down Calhoun to Main, to Ewing to Berry and disband.
PURPOSE: Ceremonial parade.

8. AMERICAN LEGION POST 241, 6620 Koester Ave., May 31, 1982 from 2:00 p.m. to 3:00 p.m. Route to be traveled: Church Street and Old Trail Road - proceed north across Lower Huntington to Cemetary. PURPOSE: Memorial Day parade.

9. Allen County Council of Veterans Organizations, 6123 Downingtown Drive - May 31, 1982 from 10:00 a.m. to 11:15 a.m. - approx. 800 persons, 15 horses and 35 to 50 vehicles. Starting at State and Parnell and terminating at Coliseum.
PURPOSE: Memorial Day Parade.

17.	Received request from Saudi Temple No. 50, 6301 Bluffton Road, for permission to hold a parade on June 5, 1982 from 12:00 Noon to 2:00 p.m. for approximately 200 people and 10 - 15 vehicles - starting at corner of Barr and Lewis, to Hanna to Pontiac, to Winter - north on Winter to Hurd to Bowser Avenue. PURPOSE: Ceremonial Day Parade.	Approved and permit issued.
18.	Received a request from Becky Melchi and Ranelle Furniss, 5703 Mason Drive, for permission to barricade on June 6, 1982 from 1:00 p.m. to 8:00 p.m. to barricade the intersection of Mason and Sandpoint Drive. Block party on Mason Drive). PURPOSE: Block party.	Approved and permit issued.
19.	Received a request from John Dehner, Inc. 1206 Clark, for permission to barricade McMillan between Schaper and Priscilla on May 6 and 7, 1982 from 3:00 p.m. to 5:00 p.m. continuously. PURPOSE: Federal Sewer Project.	Approved and permit issued.
20.	Received a reqeust from NIPSCO, 1501 Hale, for permission to have meters (two) hooded at 2101 S. Calhoun around the clock on May 10 and 11, 1982. PURPOSE: Repair of Mains.	Approved and permit issued.
21.	Received a request from Graber & Graber Contractors, 10205 Hickory Valley Drive, for permission to barricade in front of Chi-Chi's (Washington Center Road) on May 10 thru May 14, 1982 8:00 a.m. thru 3:30 p.m. PURPOSE: Make turn lane in center for entrance to Chi-Chi's.	Approved and permit issued.
22.	Received request from Kinder & Son, 5206 Decatur Rd., for permission to barricade alley beside GTE between Barr and Lafayette around the clock starting May 12, 1982 for approximately one month, PURPOSE: Place scaffolding to cut three fireman access doors at GTE.	Approved and permit issued.

Meeting adjourned at 10:00 a.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, May 5, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, R.A. Staten, B.R. Collins Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. Received invoice of Bonar & Associates, Inc, in the amount of $13,719.54 approved by the Director of Transportation covering engineering service fee for STATE BLVD. (Reed Road to Lahmeyer Rd.) Project M-F 568 (2).	Approved and ordered paid from 402-138-338-21-4431.
4. Received invoice of COOPERS & LYBRAND in the amount of $4,000 as fee for compliance review of the City of Fort Wayne Collection, Transporation and Disposal of Solid Waste Contract for the period of January 1, 1977 through December 31, 1981.	Approved and ordered paid from Garbage Account 402-134-006-02-4263.
5. RESOLUTION NO. 71-237-5 WHEREAS, Mutual Security Life Insurance Company has petitioned and requested the Fort Wayne City Plan Commission to hold a public hearing on the vacation of the following public street in Fort Wayne, Allen County, to-wit: Part of the Southeast Quarter of Section 30, Township 31 North, Range 13 East, in Allen County, Indinaa.	Approved.
6. Received Agreement for Sewer Extension by and between GEORGE THOMPSON and the City of Fort Wayne, Indiana to construct a sanitary sewer in the area of Oxford Street and Bueter Drive prepared and approved by the Water Pollution Control Engineering Department.	Approved. Prior Approval. Ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m. A true copy is herein incorporated.
7. Received Special Sewer Permit for GEORGE THOMPSON, prepared and approved by the Water Pollution Control Engineering Department for the construction of a sanitary sewer known as OXFORD STREET EXTENDED SANITARY SEWER. 25% Maintenance Bond is to be furnished to the Board at the time the contractor files his Completion Affidavit.	Approved and Special Sewer Permit issued. Board Order 22-82 issued.

8,	Authorization for Payment to Scheidleman Excavating, Inc. in the amount of $3,814.49 from the Escrow Account on Sewer Contract 329-80 by Lincoln National Bank & Trust Company. Recommendation made by Water Pollution Control Engineering Department.	Approved.
9.	Received Street Lighting Resolution No. 157-82, final plans, specifications, estimate and property ownership list prepared by the Street Lighting Engineering Department for installation of street lighting on Arrow Drive from Engle Road to its southern terminus.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners May 14 and 21, 1982. Hearing on Confirmation Thursday, June 3, 1982 at 3:30 p.m. Mail notices on May 21, 1982.
10.	Received Resolution No. 5924-82, specifications, estimate and final plans for improving by reconstruction of five areas of pavement and corner sidewalk replacement in Caribe Colony Addition prepared by the Street Engineering Department. (City Paid)	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 14 and May 21, 1982. Receive bids on Wednesday, May 26, 1982 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.
11.	Received Resolution No. 5928-82, final plans, specifications and estimate for improving by repairing concrete pavement in 6300 block of Liberty Drive prepared by the Street Engineering Department. (City Paid).	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors May 14 and May 21, 1982. Receive bids on Wednesday, May 26, 1982 at 9 a.m. Ordered the Street Engineering Department to prepare bid documents.-
12.	Received petition for the installation of street lighting throughout the WHEATRIDGE SUBDIVISION, Section I.	Approved. Ordered Street Lighting Engineering Department to investigate and report. Board Order 23-82 issued.
13.	Received petition for the improvement to surface drainage on Winter Street from Goble Road to Hollis Lane.	Approved. Ordered Water Pollution Control Engineering Department to investigate and report. Board Order 24-82 issued.

14. Received petition for the improvement of storm drainage on Lawrence Drain - Westmoor Addition.

Approved.

Ordered the Water Pollution Control Engineering Department to investigate and report.

Board No. 25-82 issued.

15. Received petition for the installation of storm water inlets in NEW KIRKWOOD PARK ADDITION on Whitegate Drive, Roscommon Drive and Cabot Lane.

Approved.

Ordered the Water Pollution Control Engineering Department to investigate and report.

Board Order No. 26-82 issued.

16. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Lengacher Excavating with Guaranty Bond in the amount of $1,250 signed by The American Insurance Company for SANITARY VOCATIONAL SERVICES CENTER SEWER.

Approved.

Ordered acceptance letter written.

17. Received invoice of Howard Needles Tammen & Bergendoff in the amount of $426.48 approved by the Department of Water Resources for professional engineering Services performed in connection with the preparation of EPA Grant Amendment Request Documents for the Water Quality Control Project Division I as described in Letter Agreement accepted December 2, 1981. Services rendered for the period of January 30, 1982 through February 26, 1982.

Approved and ordered City Utilities to pay invoice from the WPC Utility Fund.

18. Received Partial Payment Estimate #12 of North Eastern Construction Co., Inc. in the amount of $16,049.99 approved by the Water Pollution Control Engineering Department covering work on Sewer Resolution No. 327-80 - SPY RUN INTERCONNECT INTERCEPTOR.

Approved and ordered City Utilities to pay invoice in the amount of $16,049.99.

Also pay North Eastern Escrow Account the amount of $2,131.83 at Three Rivers Title Company.

Payments are to be made from the WPC Utility Fund.

19. Received inspection report from the Street Engineering Department and Maintenance Bond of Brooks Construction Company in the amount of $8,000 signed by American States Insurance Company for HEATHERWIND STREET - Righfield Apartments.

Approved and ordered acceptance letter written.

20. SEWER TAP AGREEMENT REIMBURSEMENT:

Permission is hereby granted to:

SAMUEL COLE, 1608 Reckeweg Road --- $1,506.89
GEORGE ROSS, 1636 Reckeweg Road $1,215.72

Sums were paid to the City of Fort Wayne as a reimbursement under a certain Sewer Agreement SC-24 81, dated October 21, 1981; it is further conditioned upon a sewer tap permit being taken out with WATER/SEWER SERVICE PERMIT ROOM.

Approved.

Ordered the City Utilities to remit the total sum of $2,722.61 to Ray Lee Anderson, 1639 Reckeweg Road, which sum was deposited with the City by the applicants to be set out in the Special Sewer Tap Agreement.

21. Received invoice of L. W. Dailey, Inc. in the amount of $1,437.86 (RETAINAGE) approved by the Street Engineering Department covered by Resolution No. 5911-81 - BUENA VISTA DRIVE.

Approved and ordered paid from Revolving Barrett Law Fund.

22.	Received Contract, Guaranty and Liability Bonds of T & F Construction Corporation in the amount of $5,715.00 prepared by the Street Lighting Engineering Department signed by Fidelity & Deposit Company of Maryland for Street Lighting Resolution No. 158-82 - to light Home Avenue from Broadway to Thompson Avenue.	Approved. Ordered sent to the Common Council on June 8, 1982 at 8 p.m.
23.	Permit was given to Robert and Anola Nicodemus of 3410 Goeglein Road to use the area outside the fence at 3412 - 14 Goeglein Road for gardening purposes only from April 1, 1982 to October 31, 1982. (ADOPT-A-LOT).	Approved and permit issued.
24.	Received Change Order #1 of Earth Construction & Engineering, Inc. covered by Sewer Resolution No. 354-81 SEWAGE METERING FACILITY - Washington Boulevard - NO DECREASE AND NO INCREASE. Change Order recommended by Water Pollution Control Engineer and approved by the Director of Water Resources.	Approved. Ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m.
25.	Received Change Order #4 of Joe R. Norman Contractors, Inc. in the amount of decrease of $9,802.45 approved by the Water Pollution Control Engineer for Sewer Resolution No. 310-80, Phase 3 - ST. JOE STUDY AREA C-180599-06.	Approved and ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m.
26.	Received Change Order #1 REVISED of Winzeler Excavating Co., Inc. in the amount of $59,476.65 approved by the Water Pollution Control Engineer for Sewer Resolution No. 351-80 JUNK DITCH INTERCEPTOR - Westwood Addition.	Approved and ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m.
27.	Received Change Order #6 of Richard Ness Excavating and Trucking, Inc. in the amount of $16,000 approved by the Water Pollution Control Engineer for Sewer Resolution No. 345-80 JUNK DITCH INTERCEPTOR - Country-Club - Langford Oaks.	Approved and ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m.
28.	Received Change Order #3 of Winzeler Excavating, Inc. in the amount of $6,610 95 approved by the Water Pollution Control Engineer for Sewer Resolution No. 348-80 JUNK DITCH INTERCEPTOR -Ansley Acres - Lagro.	Approved and ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m.
29.	Received Change Order #4 of Winzeler Excavating, Inc. in the amount of $6,097.00 approved by the Water Pollution Control Engineer for Sewer Resolution 351-80 JUNK DITCH INTERCEPTOR - Westwood Addition.	Approved and ordered sent to the Common Council on Tuesday, May 25, 1982 at 8 p.m.
30.	Received request for permission to barricade on 5/3/82 thru 5/6/82 working hours to repair mains (Hood meters on West side of Calhoun) by NIPSCO, 1501 Hale.	Approved and permit issued.

31. Received request from L.C. & Sons Excavating, Inc., R. R. #1, S. Whitley, Indiana, to barricade on May 8, 1982 from 8 a.m. to 4 p.m. John Street between Tillman and S.R. 27. PURPOSE: Make tap for new Credit Union.	Approved and permit issued.
32. Received Sewer Improvement Resolution No. 357-82, final plans, estimate and specifications prepared by the Water Pollution Control Engineering Department for the construction - combination sewer repair project under Berry Street at Begue Street. (CITY PAID). Federal Emergency Management Agency Damage Survey Report #047070.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Contractors on May 10, 17 and 24, 1982. Receive bids on Wednesday, May 26, 1982 at 9 a.m. Ordered the Water Pollution Control Engineering Department to prepare bid documents.
33. Received request for barricade from Winzeler Excavating, Co. on 5/10/82 thru 5/24/82 for around the clock at U.S. 24 and Covington Road, South Bend Drive, Taylor Road and Randall Road. PURPOSE: Repair road cut and shoulder area - Sewer Project.	Approved and permit issued.
34. Received request for permission to barricade by Vern Buck, 3917 Oak Park, alley beside 716 Rockhill around the clock on May 17 and 18, 1982. PURPOSE: Place scaffolding for chimney repair.	Approved and permit issued.
35. Received request from NIPSCO, 1501 Hale, to barricade around the clock Warsaw between Pontiac and Leith on 5/19/82 thru 5/21/82. PURPOSE: Replacing mains.	Approved and permit issued.
36. Received request from Gaines Const. Co., Inc. 217 W. Washington Center Road, to barricade the intersection of Barnhart and Charlotte at all times from 5/19/82 thru 5/21/82. PURPOSE: Pavement construction.	Approved and permit issued.
37. Received Agreement between City of Fort Wayne and Utility Center, Inc. that the Utility Center pay City $10,000 as payment in full for City Utilities invoices #109-S-194, #110-S-229 and #111-S-257, with the City returning to the Utility Center all customer accounts receivables delivered to City for collection under terms of Agreeemtn dated April 29, 1981 with the City waiving its rights to collect said accounts.	Approved. A true copy is incorporated herein.

Meeting adjourned at 10:30 a.m.

BOARD OF PUBLIC WORKS

ATTEST:
Sandra E Kennedy
Clerk

Friday, May 7, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 10 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, B.R. Collins
Sandra Kennedy

1. Received contracts of NATIONAL SERV-ALL, INC. for Zones 2 and 3 for the collection, removal and disposal of solid waste including garbage, rubbish and household rubbish from each residence, mobile home court and city facilities as specified.

Approved. A true copy is incorporated herein.

Ordered sent to the Common Council on Tuesday, May 11 1982 at 8 p.m.

RECONVENED at 4:00 p.m. to receive invitational sealed bids
EMERGENCY re: 1982 Flood Damage Repair -

2. Invitational bids were received for 1982 Flood Damage Repair Board Order 21-82 - REPTON DRIVE AND ROXBORO COURT:

BERCOT, INC.	---	$ 30,050.00
JOHN DEHNER, INC.	---	19,805.00
GROUND SERVICES	---	9,085.00
LAND, EXCAVATING, INC.	---	11,489.50
SCHEIDLEMAN EXCAV., INC.	---	18,705.50
T & G EXCAV., INC.	---	18,953.60

Contract awarded to Ground Services, Inc. contingent upon positive recommendation from Engineering Department.

Meeting adjourned at 4:30 p.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E Kennedy
Clerk

Wednesday, May 12, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities.

   Approved.

2. Received payment vouchers from the Auditor of City Utilities

   Approved and ordered sent to the Department of Finance.

3. Received private sidewalk applications:

   Approved and permits issued.

714 Greenlawn ------------Lonnie M. Harper
5421 Inland Tr. ------------Don Fisher
1206 Pemberton -------------James Bunson, Inc.
2200 Randalia -------------M. Kinder & Son
2109 E. State -------------M. Kinder & Son

4. Received driveway applications:

   Approved and permit issued.

2815 Bellfast Dr. ---------Ned Keener Const.
222 E. Cox ----------------Ralph Gutmann
1317 Illsley --------------Ned Keener
5421 Inland Trail ---------Don Fisher Const.
5716 Lancashire Ct. -------Kessler Const.
1720 Mayflower Rd. --------Kessler Const.
701 Sherman Blvd. ---------Schinner & Tremper, Inc.

5. Received street cut applications:

   Approved and permit issued.

1628 Annette --- C.U.
Archer, Jacobs also Wells, --- NIPSCO
Meridian, Short and Hensch - alley south of Putnam --- "
Archwood, W. at Brighton --- C.U.
7212 Beatty (alley) --- Bailey Excav.
2603 Belfast --- C.U.
Calhoun bet. Wayne and Lewis --- I & M Elec.
2531 Cambridge --- NIPSCO
2525 Cambridge --- NIPSCO
2517 Cambridge --- "
1221 Capital --- "
2605 Carew --- C.U.
618 Cherry --- "
Clay / 456 E. Douglas --- NIPSCO
Clay / 503 E. Madison --- "
N. Clinton /820 E. Coliseum --- "
Coliseum and Raymond --- C.U.
602 W. Creighton --- R & A Plumb.
1310 Dividend --- Shambaugh & Son
6500 Donna Drive --- "
Drexel, Robinwood, Holton NIPSCO
Eckart, Reed and Winter --- "
2200 Dwenger --- John Dehner
2200 Dwenger --- NIPSCO
Edsall /3001 Maumee --- "
4220 Fairfield (alley) --- Golden Rule Sewer Serv.

628 4th --- NIPSCO
2901 Goshen --- "
2606 Hoagland --- "
Hofer, Irene, Sherman
Goshen & Lincoln
Court (12) --- "
222 Hollis Lane --- C.U.
1439 Huestis --- NIPSCO
9400 Ipls. Rd. --- "
5718 Inland Trail --- C.U.
1414 Inwood --- Lengacher Const.
526 Irene (alley) --- Golden Rule Sewer
W. Jefferson (Main east-
ward 320 +' --- FW Water Utility
2420 W. Jefferson --- C.U.
233 W. Jefferson (alley) --- NIPSCO
2333 Kenwood --- C.U.
2709 S. Lafayette --- NIPSCO
Lake, Pemberton, Columbia
& Tilden --- "
E. Lewis at S. Clinton --- C.U.
3410 MacArthur --- NIPSCO
Gay to alley east of --- "
Lafayette
McKinley S/at Eby --- C.U.
3101 Maumee --- NIPSCO
1322 Normandale --- "
6800 Old Decatur Rd. --- "
& Dawnan --- "
7112 Old Decatur --- "
4606 Plaza ---"
3411 E. Pontiac ---C.U.
E. Pontiac at Holly ---NIPSCO
Rose Lane (15 cuts) --- "
1522 St. Joe Rd. (alley) ---John Dehner, Inc.
6302 Southcrest ---C.U.
615 - 25 E. State ---Scheidleman Excav.
State bet. Spy Run & Westbrook ---NIPSCO
State bet. Parnell & Eade --- "
1414 Tillman ---IRC Plumb. & Heating
801 Tillman ---NIPSCO
3927 Trier Rd. --- "
2109 E. Washington --- "
2721 White Oak ---C.U.
5110 Winter --- "
800 S. Anthony ---NIPSCO
1920 Broadway --- "
2314 Bowser - - "
4320 Coldwater --- "
824 W. Creighton --- "
524 E. Creighton --- "
5300 Decatur Rd. --- "
6107 Decatur Rd. --- "
929 W. Dewald --- "
1405 Eliza --- "
4209 S. Hanna --- "
1300 S. Harrison --- "
927 S. Harrison --- "
3107 Harvester --- "
3601 Hessen Castle --- "
3111 Hobson --- "
1002 Huestis --- "
2525 Lake --- "
3230 LaJolla Ct. --- "
244 W. Main --- "
1818 W. Main (alley) --- "
860 Monroe --- "
2012 Pauline --- "
Pettit & Plaza --- "
2326 Pleasant --- "
2406 E. Pontiac --- "
5010 Standish --- "
1904 Sprunger --- "
1435 Spy Run --- "
2203 Thompson --- "
1118 Wabash --- "
826 W. Washington --- "
535 W. Williams (alley) --- "

Wood, Wells & Superior ---------NIPSCO
1324 Zollars --- "

6.	Pursant to report from the City Utilities Auditing Department listing unpaid Revenue Miscellaneous Accounts - write-offs - WATER: $1,931.64 SEWER: $1,508.58 (total: $3,440.22)	Approved.
7.	Received invoice #4 of T - G Excavating, Inc. in the amount of #2,227.54 approved by the Water Engineering Department for work performed on Water Contract 81-XP-2 - McArthur Drive - Indianapolis Road Feeder Main.	Approved and ordered invoice paid in the amount of $2,227.54. Also pay the amount of $222.75 to Escrow Account at Anthony Wayne Bank. Payments are to be made from the Water Utility Fund.
8.	Received Water Main Improvement Resolution No. 1027-82, final plans, specifications, estimate and property ownership list prepared by the Water Engineering Department for the construction of a water main in and along the west side of Edwards Street from a point four feet North of the south property line of Covington Road southward 1,552 ± feet.	Approved and adopted. A true copy is incorporated herein. Advertise Notice to Property Owners May 21 and 28, 1982. Hearing on Confirmation Thursday, June 10, 1982 at 3:30 p.m. Mail notices May 28, 1982.
9.	Received ADDENDUM NO. 5 to the Engineering Agreement of REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC. and the City of Fort Wayne, Indiana, approved by the Water Pollution Control Engineering Department and the Director of Water Resources for "Combined Sewer Overflow Study" (CSO).	Approved. A true copy is incorporated herein.
10.	Received Change Order #1 of T & F Construction, Corporation in the amount of$1,122.15 prepared by the Street Lighting Engineering Department for Street Lighting Resolution No. 156-81 - WEST CENTRAL, Phase B.	Approved. Ordered sent to the Common Council on May 25, 1982 at 8 p.m.
11.	Received invoice from Scheidleman Excavating, Inc. in the amount of $ 34,004.82 approved by the Water Engineering Department for Water Resolution No. 1024-81 LUDWIG ROAD WATER MAIN EXTENSION.	Approved and ordered the amount of $19,757.11 paid from Barrett Law Revolving Fund (Controller's Office). Ordered the amount of $14,247.71 paid by City Utilities. Retainage of $3,778.31 is to be held until completion of this project.
12.	Received Request from the Fort Wayne Redevelopment Commission to petition that Fort Wayne City Plan Commission vacate public alley within the City: The east/west alley adjacent to Lots 106, 107, 108, 109, 112, 113, 116, 117, 118 and 119 in Samual Hanna's First Addition to the City of Fort Wayne.	Approved.

13. Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Fox Contractors Corp. with Guaranty Bond in the amount of $9,873.00 signed by Fidelity and Deposit of Maryland for relocation of sanitary sewer at the northwest intersection of Broadway and Lavina.	Approved. Ordered acceptance letter written.
14. Received a request from National Multiple Sclerosis Society, 3554 Wells Street, for permission to hold a parade on Saturday, May 22, 1982 from 8:00 a.m. to 4:00 p.m. Route specified to be traveled per map. PURPOSE: Bike-a-thon.	Approved and permit issued.
15. Received a petition for the providing of relief of a drainage problem on 3102 MacArthur and 7502 Bradbury.	Approved. Ordered the Water Pollution Control Engineering Department to investigat and report. Board Order 31-82 issued.
16. Received petitions for curbing: (Miscellaneous) At Warsaw at 3804. At 4429 South Park	Approved and ordered the Street Engineering Department to investigate and report. Board Order 32-1982.
17. Received petitions for sidewalks: (Miscellaneous) At 4538 S. Lafayette At 202 W. Crown Lane	Approved and ordered the Street Engineering Department to investigate and report. Board Order 33-1982.
18. Notice on Public Hearing on COMBINED SEWER OVERFLOW STUDY prepared by the Water Pollution Control Engineering Department.	Approved. Advertise May 21 and 28, 1982. Public Hearing: Monday, July 12, 1982 at 7:00 p.m.

Meeting adjourned at 10:45 a.m.

[illegible]

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

Wednesday, May 19, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B.R. COLLINS
Sandra E. Kennedy, Clerk

S.A. Bailey, R.A. Staten,
B.R. Collins
Sandra Kennedy

1. Received purchase orders from the Auditor of City Utilities. — Approved.

2. Received payment vouchers from the Auditor of City Utilities. — Approved and ordered sent to the Department of Finance.

3. Received driveway applications: — Approved and permits issued.

200 E. Jefferson ----------------Lengacher Const.
3020 Kenwood --------------------K L Remodeling
2543 Reed -----------------------Gaines Construction
4409 S. Wayne -------------------Tomei Const.

4. Received private sidewalk application: — Approved and permit issued

535 W. Wayne ----------------- Simmerman Const.

5. Received street cut applications: — Approved and permits issued.

373 W. Baker --------------- J & G Water & Sewer
Barnhart & State - --- NIPSCO
3922 Bowser
2601, 2501, 2505, 2511 and 2521 Cambridge --- "
827 Donnell --- "
2326 Eastbrook --- "
1706 S. Fairfield --- "
2638 Fox --- "
815 Francis --- J & G Water & Sewer
3022 Glencairn --- C.U.
4024 S. Harrison --- NIPSCO
3905 S. Harrison --- "
3601 Hessen Cassel --- "
5315 Hoagland --- J & G Water & Sewer
Inwood Dr. 30' No. of State - NIPSCO
2503 John --- Martin Const.
1223 Main --- J & G Water & Sewer
1129 E. Maple --- C.U.
2802 Mauldin --- "
2416 New Haven --- J & G Water & Sewer
809 Pelham --- NIPSCO

122 E. Suttenfield --- J & G Water & Sewer
1225 Vance --- NIPSCO
1326 E. Wayne --- J & G Water & Sewer
1724 & 1808 Westgate & 1830 & 1829 Neuhaus --- NIPSCO
2617 Winch --- J & G Water & Sewer
On Wood, Wells and Superior --- NIPSCO
Baker & Fairfield --- "
Duprey & Countess --- "
1516 Elmrow --- "
6927 Embers Ct. --- "
2923 Frosh --- "
2020 Hanna --- "
2500 W. Jefferson --- "
6003 Lansdowne --- "
2616 L. Huntington Rd. --- "
2612 L. Huntington Rd. --- "
2610 L. Huntington Rd. --- "
2527 Ormsby --- "
4601 Plaza --- "
508 E. Pontiac --- "
507 Russell --- "
5202 Standish --- "
5424 Standish --- "
2319 W. Wallen --- "
Washington & Webster --- "

6.	Received invoice #7 of Busch, Inc. in the amount of $39,740.80 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 310-80 ST. JOE STUDY AREA C-180599-06.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. FINAL PAYMENT.
7.	Received invoice #7 of Busch, Inc. in the amount of $7,339.60 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 331-80 NORTH MAUMEE STUDY AREA C-180599-08.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. FINAL PAYMENT.
8.	Received invoice #8 of Busch, Inc. in the amount of $3,563.55 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 332-80 NORTH MAUMEE STUDY AREA C-180599-08.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. FINAL PAYMENT.
9.	Received invoice #5 of Busch, Inc. in the amount of $4,832.91 approved by the Water Pollution Control Engineering Department for Sewer Resolution No. 334-80 NORTH MAUMEE STUDY AREA C-180599-08.	Approved and ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund. FINAL PAYMENT.
10.	Received request from AAA Auctioneers, 931 Seward, New Haven, to barricade curb lane at Patterson Fletcher on Harrison Street for 100 ft. south of Wayne on May 22, 1982 from 9 a.m. to 6 p.m. PURPOSE: Public Auction.	Approved and permit issued.
11.	Received request from Sheldon Youtz, 5631 Robin Run, to barricade Wayne Street north side just west of news stand at Calhoun on sidewalk on May 22 and 23, 1982 around the clock. PURPOSE: Place dumpster for removal of trash.	Approved and permit issued.

12.	Received a request from Earth Construction and Engineering, Inc., 3333 Engle Road, for permission to barricade the right lane south bound - North Clinton South of Washington Center Road May 24 thru May 28, 1982 around the clock. PURPOSE: Sewer construction.	Approved and permit issued.
13.	Received request from Winzeler Excavating, Inc. Bryan, Ohio, for permission to barricade the intersection of Taylor, Randall, N. Washington Roads 5/24/82 thru 5/28/82 around the clock starting at 7 a.m. to 5:00 p.m. PURPOSE: Repair road surface from sewer project.	Approved and permit issued.
14.	Received a request from Bill Phillips, 2726 Northside Drive, for permission to barricade the Northside Drive and Stadium to Vance and Northside on May 29, 1982 from 2:00 p.m. until Midnight. PURPOSE: Block party.	Approved and permit issued.
15.	Received a request from Peggy Ruzzo, 1125 Illsley, for permission to barricade Illsley Drive from Broadway to Beaver on Monday, May 31, 1982 from 3:30 p.m. to 9:00 p.m. PURPOSE: Neighborhood Assoc. picnic.	Approved and permit issued.
16.	Received request from City of Ft. Wayne Germanfest Committee (Jim Sack) to barricade Freimann Square Parking Lot on June 9 thru 13, 1982. PURPOSE: Germanfest Beer Tent.	Approved and permit issued.

Meeting adjourned at 10:15 a.m.

Betty R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Sandra E. Kennedy
Clerk

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Wednesday, May 26, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R.A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, R.A. Staten, B. R. Collins Sandra E. Kennedy

1.	Received purchase orders from the Auditor of City Utilities.	Approved.
2.	Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3.	Received private sidewalk applications:	Approved and permit issued.

310 Alverno	Kessel Const.
3324 S. Anthony	Robert Houser
900 Calhoun E. side	Emil Holliday
3902 S. Clinton	Robert Houser
3109 Hoagland	Hoffman Const.
443 Lexington	Tim Alberding
535 W. Wayne	Simerman Const.

4.	Received driveway applications:	Approved and permits issued.

826 Colerick	A & E Const.
711 W. Coliseum	Rieth-Riley
200 E. Jefferson	Lengacher Const.
3020 Kenwood	K. L. Remolding
5117 Martinque	Liechty Assoc.
2543 Reed	Gaines Const.
816 San Juan Circle	Liechty Assoc.
Replacement -approach at 4409 S. Wayne	Tomei Const.

5.	Received street cut applications:	Approved and permits issued.

E. Berry 50' W/Clay	NIPSCO
4100 N. Clinton	"
1815 E. Creighton	"
462 Dalman	"
450 E. Dewald	"
1819 Dubois	"
434 Eckart	"
428 Eckart	"
1321 Eliza	"
911 Eliza	"
1224 Elm	"
729 Growth	"
Lasalle (2006 S. Hanna)	"
213 E. Leith	"
1200 Blk. Leland	"
3517 Logan	"
1135 McCulloch	C.U.
140 W. Main.	Fox Contractors
4425 Oliver	NIPSCO
2527 Ormsby	"
4434 Reed	"
3426 Reynolds	"
2107 Roy	"
514 E. Taber	"

3345 Eastbrook --- -------- NIPSCO
1321 Eliza --- "
521 Hawthorne --- "
1126 W. Jefferson --- "
5522 Standish --- "
216 W. Superior --- "
4509 Werling --- "
So. side of Taylor bet.
Washington & Ardmore-- Gen. Tele.

6. Received petitions for sidewalks (Miscellaneous) :

1420 Sinclair
818 Belle Ave.
4331 So. Wayne
310 Alverno Dr.

Approved and ordered the Street Engineering Department to investigate and report.

Board Order 34-1982.

7. Received petitions for curbing (Miscellaneous) :

3813 S. Wayne

Approved and ordered the Street Engineering Department to investigate and report.

Board Order 35-1982.

8. RECEIVE BIDS:

Street Resolution No. 5924-82 for the reconstruction of five area of pavement and corner sidewalk replacement in Caribe Colony Addition:

L. W. DAILEY, INC. --- $29,331.25
JOHN DEHNER, INC. -- 33 478.75
GAINES CONST. --- 28,378.25
HIPSKIND CONCRETE --- 37,794.00
LAKESIDE CONSTRUCTION--- 38,225.75
MOELLERING CONST. --- 36,014 00
RIETH-RILEY --- 28,991.25
T & F CONST. -- 35,670.00
TOSCOS CONCRETE --- 40,000.00

Bids referred to the Street Engineering Department for tabulation and report.

Will award contract on June 2, 1982 at 9 a.m.

9. RECEIVE BIDS:

Street Resolution No. 5928-82 for the repairing of concrete pavement in the 6300 block of Liberty Drive:

L. W. DAILEY --- $ 4,996.50
JOHN DEHNER, INC. --- 3,927.00
GAINES CONST. --- 4,330.00
HIPSKIND CONCRETE --- 4,642.00
LAKESIDE CONST. --- 5,585.00
MOELLERING CONST. --- 5,204.00
RIETH-RILEY --- 4,702.00
T & F CONST. --- 4,652.50
TOSCOS CONCRETE. --- 4,750.00

Bids referred to the Street Engineering Department for tabulation and report.

Will award contract on June 2, 1982 at 9 a.m.

10. RECEIVE BIDS:

Sewer Resolution No. 357-82 - COMBINATION SEWER REPAIR PROJECT at Berry and Begue Streets

BERCOT, INC. --- $312,095.00

JOHN DEHNER, INC. --- 237,930.00

ROCCO FERRERA --- 297,900.00

T & G EXCAVATING, INC. --- 230,859.20

Referred to the Water Pollution Control Engineering Department for tabulation and repaort.

Will award contract on June 2, 1982 at 9 a.m.

11. Received invoice #11 of Clyde E. Williams & Associates in the amount of $7,206.00 approved by the Traffic Engineering Department for professional services per Engineering Agreement dated April 8 1981 and letter of authorization dated April 27, 1981 reference Project HES-MG-HHS-200.9 (1). Services from 3-29-82 thru 4-24-82.

Approved and ordered paid from LRS Account 402-138-338-11-4431.

12. Received invoice from T & F Construction Corporation in the amount of $17,193.44 approved by the Street Lighting Engineering Department for Street Light Resolution No. 156 81 - WEST CENTRAL, Phase "B".

Approved and ordered Community Development and Planning to pay invoice.

13. Received invoice of Hipskind Concrete Corporation in the amount of $15,516.27 approved by the Street Engineering Department for Sidewalk Resolution No. 5916-81 - LAREZ NEIGHBORHOOD, PHASE IV-B.

Aprpoved and ordered Community Development and Planning to pay invoice.

14. RESOLUTION NO. 71-252-14

Approved.

WHEREAS, Donald & Wanda Hitzeman and Richard & Lois Hitzeman have petitioned and requested the Fort Wayne City Plan Commission to hold apublic hearing upon the vacation of the following public alley in Fort Wayne, Allen County, to wit:

That alley bounded by Jefferson Avenue on the north, the 34 feet west of the east 6 feet of Lot 4, Block 1, Noel's Second Addition to the City of Fort Wayne on the east side; the ten foot wide alley running east and west to Fulton Street on the south side; and on the western side by Lot 3 in Bonds First Addition to the City of Fort Wayne, Indiana.

15. Received invoice #2 of Gaines Construction Company in the amount of $5,713.65 approved by the Street Engineering Department for work done on Resolution 5921-81, Oxford Neighborhood, Phase VI-C.

Approved and ordered Community Development and Planning to pay invoice.

16. Received the following partial payments approved by the Water Pollution Control Engineering Department for NORTH MAUMEE STUDY AREA C-180599-08:

	Payment	Escrow	Bank
(a) ROCCO FERRERA CO., INC. Estimate #11 for Sewer Resolution #330-80	$ 4,488.06	00	
(b) JOHN DEHNER, INC., Estimate #8 for Sewer Resolution #335-80	52,465.26	$5,829.48	
(c) BERCOT, INC., Estimate #4 for Sewer Resolution #340-80	32,451.30	3,605.70	

17. Received the following partial payments approved by the Water Pollution Control Engineering Department for SPY RUN STUDY AREA C-180599-07:

	Payment	Escrow	Bank
(a) BERCOT, INC., Estimate #7 for Sewer Resolution #326-80	$ 7,128 00		

18. Received the following partial payments approved by the Water Pollution Control Engineering Department for ST. JOE STUDY AREA C-180599-06:

	Payment	Escrow	Bank
(a) WEITZEL CONSTRUCTION CO., INC. Estimate #13 for Sewer Resolution 312-80	$50,595.20	00	
(b) EARTH CONSTRUCTION, INC. Estimate #4 for Sewer Resolution #319-80	96,090.35	$4,364.85	

19. Received the following partial payments approved by the Water Pollution Control Engineering Department for JUNK DITCH STUDY AREA C-180599-09:

(a) WINZELER EXCAVATING Estimate #8 for Sewer Resolution #341-80	$24,692.13	00
(b) WINZELER EXCAVATING Estimate #9 for Sewer Resolution #342-80	40,674.30	00
(c) RICHARD NESS, INC , Estimate #10 for Sewer Resolution #345-80	16,000.00	00
(d) WINZELER EXCAVATING Estimate #8 for Sewer Resolution #348-80	38,163.55	00
(e) T & G EXCAVATING Estimate #5 for Sewer Resolution #349-80	42,702.30	$4,744.70
(f) WINZELER EXCAVATING Estimate #8 for Sewer Resolution #351-80	12,500.95	00
(g) BERCOT, INC., Estimate #4 for Sewer Resolution #352-80	7,900.20	877.80

20.	Request for permission to use the following property was given to Tom Richards, 3643 Utah Drive: Lot 108, Sec. 3, Utah Drive in Park State East Addition.	Approved and permit issued.
21	Received Change Order #1 of Hipskind Concrete Corporation in the amount of $760.87 approved by the Street Engineering Department for Larez Impact Area, Phase IV-B, Resolution 5916-81	Approved and ordered sent to the Common Council on Tuesday, June 8, 1982, at 8 p.m.
22.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Earth Construction and Engineering with Guaranty Bond in the amount of $153,677.00 signed by American States Insurance Company for sewer-pump station elimination Resolution 318-80, St. Joe Study Area.	Approved and ordered acceptance letter written.
23.	Received inspection report from the Water Pollution Control Engineering Department and Completion Affidavit of Dailey Asphalt Products Company, Inc. with Guaranty Bond in the amount of $1,125.00 signed by St. Paul Fire and Marine Insurance Company for STORM SEWER to serve 3737 Lake Avenue.	Approved and ordered acceptance letter written.

24. Received invoice of Weikel Line Company, Inc. in the amount of $2331.70 approved by the Street Lighting Engineering Department covering Street Light Resolution No. 154-81 EAST RUDISILL BOULEVARD.

Approved and ordered paid by Community Development and Planning.

25. Received Improvement Resolution No. 5931-82, final plans, specifications and estimate for improving by constructing curb and sidewalks where needed as follows: Known as NEBRASKA NEIGH. IMPROVEMENT, PHASE VII

1. RICHARDSON ST.
2. HOWELL ST.
3. HIGH ST.
4. RUMSEY ST.
5. RUNNION AVE.
6. OSAGE ST.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on Wednesday, June 23, 1982 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

26. Invitational bids were received by the Street Engineering Department for Miscellaneous project at 4633 Crestwood Drive:

L. W. DAILEY, INC.	---	$ 3,376.00
RIETH-RILEY CONST.	---	4,934.00
JOHN DEHNER, INC.	---	6,746.60
SIMERMAN CONST.	---	6,114.00
HIPSKIND CONCRETE	---	5,295.20

Approved. Ordered purchase order be issued to L. W. Dailey, Inc. in the amount of $1,688.20 representing City's cost participation portion per 50% - 50% policy.

Payment to be made from the MVH Funds.

27. Received Sewer Improvement Resolution No. 358-82, final plans, specifications and estimate prepared by the Water Pollution Control Engineering Department for Catch Basin and Inlet Repair and Replacement - FEMA - DSR 047100.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors May 28, 1982 and June 4, 1982.

Receive bids on Wednesday, June 9, 1982 at 9 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

28. Received Curb and Sidewalk Resolution No. 5927-82, final plans, specifications and estimate approved by the Street Engineering Department for constructing curbs and sidewalks on the following streets: NORTHWEST CENTRAL, PHASE VI.

1. Second Street
2. Third St.
3. Fourth St.
4. Fifth St.
5. Sixth St.
6. Huffman St.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors June 11 1982 and June 18. 1982.

Receive bids on Wednesday, June 23, 1982 at 9 a.m.

29. Received estimate #2 of Dailey Asphalt Products Co., Inc. in the amount of $11,390.36 approved by the Street Engineering Department for Resolution No. 5914-81 - Group #3 Community Development & Planning Resurfacing.

Approved and ordered paid from Community Development and Planning

30. Received Lease Agreement between the CITY OF FORT WAYNE and the BOARD OF PARK COMMISSIONERS of the City of Fort Wayne for leasing 21.96 acres City Property located at Bluffton and Winchester Roads in Richardville Reserve West of St. Mary's River, Township 30 North, Range 12 East. for a term of fifty years from date (June 1, 1982 and terminated June 1, 2032) with an option to renew for an additional fifty year term.	Approved. A true copy is incorporated herein.
31. Received Agreement between the City of Fort Wayne through its BOARD OF PUBLIC WORKS and BONAR & ASSOCIATES, INC. for Flood Disaster - Professional Services.	Approved. A true copy is incorporated herein.
32. Received request from David E. Fisher, 1914 Curdes, for permission to barricade Curdes between Buena Vista and Lawndale on June 26, 1982 (raindate: June 27, 1982) from 9 a.m. to 11 p.m. PURPOSE: Block party.	Approved and permit issued.
33. Received inspecton report from the Water Pollution Control Engineering Department and Completion Affidavit of Earth Construction & Engineering, Inc. with Guaranty Bond in the amount of $153,677.00 signed by American States Insurance Company for SEWER RES. 318-80 - ST. JOE INTERCONNECT INTERCEPTOR (Pump Station Elimination).	Approved. Ordered acceptance letter written.
34. Through the recommendation of the Water Pollution Control Engineering Department, authorization for payment to EARTH CONSTRUCTION & ENGR., INC. in the amount of $2,971.92 be paid under Sewer Res. 318-80 - ST. JOE INTERCONNECT INTERCEPTOR (Pump Station Elimination) by Lincoln National Bank & Trust Company from ESCROW ACCOUNT. (Retainage)	Approved.

Meeting adjourned at 10:00 a.m.

ATTEST:

Sandra Kennedy
Clerk

BOARD OF PUBLIC WORKS

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Wednesday, June 2, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 9 a.m.

S.A. BAILEY, R. A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. BAILEY, R.A. STATEN, B. R. COLLINS Sandra Kennedy
1. Received purchase orders from the Auditor of City Utilities.	Approved.
2. Received payment vouchers from the Auditor of City Utilities.	Approved and ordered sent to the Department of Finance.
3. AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Street Resolution No. 5924-82 for the reconstruction of five area of pavement and corner sidewalk replacement in Caribe Colony Addition. (City Paid).	Award contract to Gaines Construction Co. at and for their bid in the amount of $28,378.25 subject to councilmanic approval. Order the Street Engineering Department to prepare contract.
4. AWARD CONTRACT: Received tabulation and recommendation prepared by the Street Engineering Department for Street Resolution No. 5928-82 for the repairing of concrete pavement in the 6300 block of Liberty Drive. (City Paid).	Ordered Purchase Order issued to John Dehner, Inc. in the amount of $3,927.00.
5. AWARD CONTRACT: Received tabulation and recommendation prepared by the Water Pollution Control Engineering Department for Sewer Resolution No. 357-82 - COMBINATION SEWER REPAIR PROJECT at Berry and Begue Streets. (City Paid).	AWARD contract to T & G Excavating, Inc. at and for their bid in the amount of $230,859.20 subject to councilmanic approval. Ordered the Water Pollution Control Engineering Department to prepare contract.
6. Received final plat of CAREW STREET MEDICAL PARK, PHASE IA submitted and approved by the City Plan Commission.	Approved.

7. Received Improvement Resolution No. 5933-82, final plans, estimate and specifications prepared by the Street Engineering Department for Curb and Sidewalk for project known as HANNA - CREIGHTON NEIGHBORHOOD IMPROVEMENT, PHASE VI - for improving by constructing sidewalk on both sides of Pontiac Street from Lafayette to John; both sides of Pontiac from Oliver to Anthony; both sides of Emily St. from Gay to Bowser; both sides of Hurd St. from Gay to Oliver; also curbing, drive approaches and drainage structures.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on June 23, 1982 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

8. Received Sewer Improvement Resolution No. 360-1982, final plans, specifications and estimate prepared by the Water Pollution Control Engineering Department for emergency repairs of several sewers, which from their size and character, are not only intended and adapted for use by property holders, but are also intended and adapted for use by property holders, but are also intended and adapted for receiving sewage from collateral drains already constructed, or which hereafter may be constructed, and because their integrity must be kept is hereby ordered:

DSR # 41987 - Baltes Ave.
44818 - Prospect & Anderson
44822 - Bradbury & Prairie Grove
44824 - 1826 Steup
47026 - 2300 Julliett
470094 Nussbaum & Spy Run
470097 - 139 West State

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on June 23, 1982 at 9 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

9. Received Sewer Improvement Resolution No. 361-82, final plans, specifications and estimate prepared by the Water Pollution Control Engineering Department for repair of headwall, which from its size and character, is not only intended and adapted for use by property holders but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed, and because their integrity must be kept is hereby ordered.

Federal Emergency Management Agency - Damage Survey Reprot Number 41997 - Foster Park Footbridge Headwall Repairs.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on June 23, 1982 at 9 a.m.

Ordered the Water Pollution Control Engineering Department to prepare bid documents.

10. Received Improvement Resolution No. 5936-1982, final plans, specifications and estimate prepared by the Street Engineering Department for resurfacing and restoring pavement as designated on the following street known as TRIER ROAD - from the west property line of Parish Drive to the west pavement line of Reed Road.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on June 23, 1982 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

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11. Received Improvement Resolution for Streets 5937-1982, final plans, specifications and estimate prepared by the Street Engineering Department for improving by resurfacing and restoring pavement as designated on the following streets: REED ROAD - from the north pavement line of Lake Avenue to the south property line of Trier Road. REED ROAD - from the south pavement line of Lake Avenue to its southern terminus. VANCE AVE. - from the east pavement line of Coliseum Blvd. north to the west curb line of Glencairn Drive. KIRKFIELD DRIVE - from the south pavement line of Trier Road to the southeast property line of Highwood Drive.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on June 23, 1982 at 9 a.m.

Ordered the Street Engineering Department to prepare bid documents.

12. Received Improvement Resolution for Streets No. 5938-1982, final plans, specifications and estimate prepared by the Street Engineering Department for improving by resurfacing and restoring pavement as designated on the follow street: GOSHEN AVENUE - from the west pavement line of Sherman Blvd. to the south pavement line of Coliseum Blvd. west.

Approved and adopted. A true copy is incorporated herein.

Advertise Notice to Contractors on June 11 and 18, 1982.

Receive bids on June 23, 1982 at 9:00 a.m.

Ordered the Street Engineering Department to prepare bid documents.

13. Received private sidewalk applications:

Approved and permits issued.

3124 Beaver ------------	Joe Parker
1213 Boone -------------	Martin, Inc.
920 Broadway -----------	Tibbitts Const.
2100 Kentucky ----------	Furman Steury
443 Penn Ave. ----------	Patrick M. Mudrack
100 W. Superior --------	Zumbrum Const.
3020 Whitegate Dr. -----	Leroy H. Kanning

14. Received driveway application:

Approved and permit issued.

1617 Sprunger ------- Tomei Concrete

15. Received recommendation from the Street Engineering Department re: Miscellaneous Invitational Bids (Lillian & Hensch intersection) that L. W. Dailey be issued a purchase order in the amount of $3,913.25.

Approved. Ordered purchase order be issued and payment be made from MVH Fund.

16. Received recommendation from the Street Engineering Department re: Miscellaneous Invitational Bids (Greenlawn & Cortland - State & St. Marys) that L. W. Dailey, Inc. be issued a purchase order in the amount of $2,573.75.

Approved. Ordered purchase order be issued and payment be made from MVH Fund.

17. Received inspection report from the Water Pollution Control Engineering Department and completion affidavit of North Eastern Construction Co., Inc. with Guaranty Bond in the amount of $2,483.03 signed by the American States Insurance Company for ARDMORE AVENUE - Graves Trucking Sanitary Sewer.

Approved.

Ordered acceptance letter written.

18.	Received quotations from the Purchasing Agent for the proposed purchase of one alley size motor grader for the Street Department: KORTE BROS., INC. ------ -- $26,474.20 INDIANA EQUIPMENT --------- $45,657.00 Demo:----- 31,986.60	Through the recommendation of the Purchasing Agent the bid of Indiana Equipment Co., Inc. was accepted for one Grader - Demonstrator Babcock Allatt Model SG-100 under Purchase Order A-17601 in the amount of $31,986.60. Ordered sent to the Common Council on Tuesday, June 8, 1982 at 8 p.m.
19.	Received request from Traffic Engineering Department that corrections to North Wall of the Sign Shop Complex at Lafayette Street and Murray Street be done.	Approved. Ordered purchase order be issued by the Purchasing Department to repair building at a cost of $3,200.00.
20.	Received invoice #5 of Hagerman-Shambaugh in the amount of $379,953.90 approved by the Director of Water Resources and Howard, Heedles, Tammen and Bergendoff for Water Pollution Control Plant Additions AWT Phases A, B & C - Fed. Proj. C-180774-03 - Revised Estimate for the period of 3/27/82 to 4/24/82.	Approved. Partial payment made on 5-28-82 in the amount of $300,000.00. Balance of payment, $79,953.90, paid on 6-2-82. Also, the amount of $42,217.10 was paid to Hagerman-Shambaugh Escrow Account. Payments were made by the City Utilities.
21.	Received invoice 78-08-310-01-043 of Howard Needles Tammen & Bergendoff in the amount of $15,571.34 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980, Article 1A - Construction Engineering. Billing in accordance with Article 3. EPA #C-180774-03.	Approved. Ordered City Utilities to pay invoice from the Water Pollution Control Utility Fund.
22.	Received invoice 78-08-310-01-044 of Howard Needles Tammen & Bergendoff in the amount of $16,145.37 approved by the Director of Water Resources for professional engineering services performed in connection with Agreement for Engineering Services for Additions and Improvements to the Wastewater Facilities dated November 5, 1980, Article 1A - Construction Engineering. Billing in accordance with Article 3. EPA #C-180774-03.	Approved. Ordered the City Utilities to pay invoice from the Water Pollution Control Utility Fund.
23.	Request was received from L & C Excavating, R. R. #1, Whitley, Ind., for permission to barricade John Street between 27 and Tillman Rd. on May 24 and 25, 1982 around the clock. PURPOSE: Repair cracked tile.	Approved and permit issued.

24. Received a request from Hagerman Construction Company, for permission to barricade curb lane in front of Old I & M Offices at 116 E. Berry on Thursday, May 27, 1982 for approximately two weeks. PURPOSE: Place large dumpsters.	Approved and permit issued.
25. Received Agreement by and between the CITY OF FORT WAYNE, INDIANA, and BONAR & ASSOCIATES, INC. for Professional Services regarding SEWER SYSTEM & WPC PLANT FLOOD DAMAGE RESTORATION - ENGINEERING SERVICES.	Approved. Ordered sent to the Common Council on Tuesday, June 22, 1982 at 8 p.m. A true copy is incorporated herein.

Meeting adjourned at 10·15 a.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy

Clerk

Thursday, June 3, 1982

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 3:30 p.m.

S.A. BAILEY, R. A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, R. A. Staten, B. R. Collins Sandra Kennedy
1. HEARING ON CONFIRMATION: Street Lighting Resolution No. 157-82 for the installation of ornamental street lighting on Arrow Drive from Engle Road to its southern terminus.	Continued to Thursday, June 17, 1982 at 3:30 p.m. Time up to receive remonstrance Monday, June 14, 1982 at 5:00 p.m.

Meeting adjourned at 3:45 p.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

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Monday, June 7, 1982

EMERGENCY BOARD MEETING

Department of Public Works
Office of the Board
Room 910, City-County Building
Regular meeting held at 11:00 a.m.

S.A. BAILEY, R. A. STATEN, B. R. COLLINS Sandra E. Kennedy, Clerk	S.A. Bailey, B. R. Collins Anne J. Fox. Clerk Protem
1. An Emergency Meeting was held regarding the leasing of four street sweepers for the Street Department from RIES EQUIPMENT COMPANY for their low bid of $61,440.00 for 16 weeks. Other quotations were received by the Purchasing Agent as follows: NATIONAL SERV-ALL for three sweepers at $82,432.00 with contract under their supervision. MacDonald Machinery for four sweepers for 10 weeks minimum at $200,000.00.	Approved. Purchase Order # A-017853 issued. Ordered prior approval letter sent to Common Council on Tuesday, June 8, 1982 at 8:00 p.m.

Meeting adjourned at 11:05 a.m.

Robert Anderson

BOARD OF PUBLIC WORKS

ATTEST:

Sandra Kennedy
Clerk

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FRONT

VERNON McMILLAN Inc.
SYRACUSE, N.Y.
G 57271
MADE IN U.S.A.